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AGREEMENT

CHICAGO NORTH SHORE AND MILWAUKEE
RAILROAD

WITH

NORTHWESTERN ELEVATED RAILROAD
COMPANY

MARCH 31, 1919

GU -1203

Approved by Public Utilities Commission of Illinois
under Order No. 9104, dated May 28, 1919.

Agreement, dated the thirty-first day of March, A. D. 1919, by and between **CHICAGO NORTH SHORE AND MILWAUKEE RAILROAD**, a corporation organized under the laws of the State of Illinois (hereinafter called the "North Shore Company"), and **NORTHWESTERN ELEVATED RAILROAD COMPANY**, a corporation organized under the laws of the State of Illinois (hereinafter called the "Elevated Company"), WITNESSETH:

WHEREAS, the Chicago, Milwaukee and St. Paul Railway Company (hereinafter called the "St. Paul Company"), by Indenture of Lease of even date herewith (a copy of which Indenture is hereto attached as Exhibit "A" and is made a part hereof), has demised and leased to the North Shore Company for the term commencing May 1, 1919, and ending January 8, 1944, the property (hereinafter defined as the "Evans-ton Line") and rights therein described, subject to all the rights and interest of the Elevated Company in said property under an agreement (referred to in said Lease) between the Elevated Company and the St. Paul Company, dated August 22, 1907, and has assigned and transferred to the North Shore Company all the right, title and interest of the St. Paul Company in and to any and all moneys, rents, profits and benefits, which, during said term, shall accrue and become payable under said agreement of August 22, 1907; and,

WHEREAS, in said Indenture of Lease (Exhibit "A") the North Shore Company has agreed that during the term of said lease it will perform (except in so far as such performance shall be waived or dispensed with by the Elevated Company) all of the obligations of the St. Paul Company under said agreement of August 22, 1907; and,

WHEREAS, by instrument in writing of even date herewith (a copy of which is hereto attached as Exhibit "B" and is made a part hereof), the Elevated Company has guaranteed the prompt and full payment by or for the North Shore Company to the St. Paul Company of the rental reserved and the compensation specified in said lease (Exhibit "A"), and the performance by or for the North Shore Company of all its covenants and agreements in said lease contained, at the times and in the manner therein specified; and,

WHEREAS, the Elevated Company is the owner and in possession of and is operating certain lines of elevated railroad and terminals, known as the "Main Line," and the "North Water Street Terminal," and is the owner of an elevated railroad line called the "Union Loop," which it is operating in common with The Metropolitan West Side Elevated Railway Company, South Side Elevated Railroad Company and the Receiver of the Chicago and Oak Park Elevated Railroad Company, and is operating in conjunction with said South Side Elevated Railroad Company, as a through route, its cars and trains upon the lines of said South Side Elevated Railroad Company, a portion of which said lines is hereinafter referred to and described as the "South Side Terminal," which Main Line, North Water Street Terminal, Union Loop and South Side Terminal are hereinafter specifically defined; and,

WHEREAS, the North Shore Company and the Elevated Company desire to enter into an agreement abrogating as between themselves, for the life of said lease (Exhibit "A"), the said agreement of August 22, 1907, and providing for the joint use and operation by the North Shore Company and the Elevated Company of the said Evanston Line, Main Line and North Water Street Terminal; also (with the consent of said other Elevated Railroad Companies and said Receiver, which consent is appended to and made a part of

this agreement) providing for the operation by the North Shore Company of its trains and cars upon the Union Loop, and (with the consent of said South Side Elevated Railroad Company, which consent is appended to and made a part of this agreement) upon the tracks of the South Side Terminal:

Now, THEREFORE, in consideration of the premises, of the said guaranty set forth in said Exhibit "B" and of the mutual and dependent grants, covenants and agreements hereinafter set forth, it is agreed by and between the parties as follows:

ARTICLE I.

DEFINITIONS OF TERMS USED IN THIS AGREEMENT.

"Evanston Line" is that certain railroad and other property demised and leased to the North Shore Company by the St. Paul Company in and by said lease (Exhibit "A") and extending from the South line of Irving Park Boulevard, in the City of Chicago, to the point of connection of said railroad with the railroad of the North Shore Company at the North line of Laurel Avenue, in the Village of Wilmette.

"Main Line" is that portion of the railroad of the Elevated Company extending from the point of connection of the tracks of the Elevated Company with the Evanston Line at or near the South line of Broadway, in the City of Chicago, southerly to a point of connection with the Union Loop, in the City of Chicago.

"North Water Street Terminal" is that portion of the Elevated Company's elevated railroad extending from the point of connection with the Main Line, near Kinzie Street, easterly in North Water Street to Clark Street.

"Union Loop" is that certain double-track elevated railroad, owned by the Elevated Company and operated by it and said two other Elevated Railroad Companies and said Receiver, in Lake Street, from Wells Street to Wabash Ave-

nue; in Wabash Avenue, from Lake Street to Van Buren Street; in Van Buren Street, from Wabash Avenue to South Wells Street, and in Wells Street, from Van Buren Street to Lake Street.

“South Side Terminal” is that portion of the tracks of the said South Side Elevated Railroad Company extending from the point of connection with the Union Loop at Van Buren Street, thence southerly in Wabash Avenue to Harrison Street, thence westerly to the north-and-south alley between Wabash Avenue and State Street, thence southerly in said alley to and including the switch-back track south of and near Twelfth Street.

“Joint Property” shall be taken to mean and include the whole or any portion of the “Evanston Line,” “Main Line,” “North Water Street Terminal,” “Union Loop” and “South Side Terminal.”

ARTICLE II.

ABROGATION AND WAIVER OF AGREEMENT OF AUGUST 22, 1907, AS BETWEEN THE PARTIES.

As between themselves, but only for the period during which said lease (Exhibit “A”) shall remain in full force and effect, the said agreement of August 22, 1907, is hereby abrogated and made of no effect, and each party hereto hereby waives, during said period, the performance by the other party of such other party’s duties and obligations under said agreement. For and during the said period all the rights, duties and obligations of the parties hereto, as between themselves, concerning the Evanston Line, shall be as fixed and determined by this agreement.

ARTICLE III.

ELEVATED COMPANY'S COVENANTS CONCERNING NORTH SHORE COMPANY'S OBLIGATIONS AS LESSEE IN LEASE FROM THE ST. PAUL COMPANY.

The Elevated Company covenants and agrees that it will upon demand promptly reimburse the North Shore Company for all the payments to the St. Paul Company that it is obligated to make and shall make as Lessee in said Indenture of Lease (Exhibit "A"), and will also seasonably perform, fulfill and carry out for and on behalf of the North Shore Company all the covenants and obligations of the Lessee in said Indenture of Lease (Exhibit "A") which the said Lessee is or may be required to perform, fulfill or carry out.

ARTICLE IV.

GRANTS BY THE NORTH SHORE COMPANY.

The North Shore Company hereby grants, assigns and transfers to the Elevated Company all moneys, compensation, rents and profits which shall accrue and become payable to the North Shore Company under said Indenture of Lease (Exhibit "A") after May 1, 1919, and during the life of said Lease.

The North Shore Company hereby covenants and agrees that there shall be included in the property to be jointly used, enjoyed and operated by the North Shore Company and the Elevated Company under the provisions of this agreement the tracks, rails, ties, poles, wires, cables, high tension lines, buildings (except its buildings at Church Street and at University Place) and appurtenances owned by the North Shore Company and situated in the City of Evanston and in the Village of Wilmette, south of the north line of Laurel Avenue, in said Village. The rents, issues and profits of said

property, if any, accruing or to accrue during said term, shall belong to the Elevated Company. The Elevated Company agrees to keep and maintain said tracks, rails, ties, poles, wires, cables, high tension lines, buildings (except the North Shore Company's buildings at Church Street and at University Place) and appurtenances in good operating order and repair during said term, and to pay all taxes and assessments levied or assessed against said property.

If at any time, or from time to time, it shall be necessary, because of track elevation or otherwise, the Elevated Company may move, or place underground in conduits, all or any portion of said poles, wires, cables and high tension lines, and the cost of the same, as to such portions of said poles, wires, cables and high tension lines as are south of Isabella Street, in the City of Evanston, shall be borne and paid by the North Shore Company and the Elevated Company in the proportion of the use thereof then made by the respective Companies.

ARTICLE V.

PROVISIONS FOR JOINT AND COMMON USE AND OPERATION OF PROPERTY.

(a) The Elevated Company and the North Shore Company covenant and agree that they may, shall and will, for the term commencing May 1, 1919, and continuing during the life of said Lease, jointly use, enjoy and operate the tracks, stations, platforms and other facilities of said Evanston Line, Main Line and North Water Street Terminal, and the North Shore Company (with and subject to the terms of the consent of the said The Metropolitan West Side Elevated Railway Company, the South Side Elevated Railroad Company and the said Receiver of the Chicago and Oak Park Elevated Railroad Company) may, and shall have the right to, operate its trains and cars upon the Union Loop, and (with and subject to the

terms of the consent of the said South Side Elevated Railroad Company) upon and over the South Side Terminal, all in the manner and to the extent and upon the payments, terms and conditions, and subject to the limitations, agreements and stipulations in this agreement set forth.

(b) The Elevated Company shall have the right to all the use, enjoyment and operation of the Evanston Line, and reserves to itself all the use, enjoyment and operation of the Main Line and North Water Street Terminal, and shall have sole power and authority to make all leases, grants and contracts respecting the same, or any part thereof, and to operate and manage the same and all portions thereof, subject to the rights and privileges of the North Shore Company on and in said Evanston Line, Main Line and North Water Street Terminal under this agreement.

(c) Subject to the provisions of this agreement, the North Shore Company shall have, use and enjoy the following rights and privileges in and upon the joint property:

(1) The right to use in common with the Elevated Company the tracks of the Evanston Line, Main Line and North Water Street Terminal; and the right to use, in common with the Elevated Company, the said The Metropolitan West Side Elevated Railway Company, the South Side Elevated Railroad Company and said Receiver of the Chicago and Oak Park Elevated Railroad Company, the tracks of the Union Loop; and the right to use in common with the Elevated Company and the said South Side Elevated Railroad Company, the tracks of the South Side Terminal, all for the carriage by the North Shore Company of its passengers, their hand-baggage, and the mails, and for such other carriage as in this agreement is provided for, it being expressly agreed that the Elevated Company shall not itself during said term engage in any other than the carriage of passengers, and their hand-baggage, newspapers and the

mails upon said Evanston Line and Main Line (and the performance of switching service to the St. Paul Company on said Evanston Line) unless compelled thereto by law or by the order of competent authority.

(2) The right to use the platform, station and other facilities on or adjacent to said tracks, at the station locations hereinafter mentioned as the stopping places of the North Shore Company's passenger cars and trains, but the Elevated Company shall at no time be obligated to furnish at any place or point for the use of the North Shore Company any facilities or structures other than those it shall at any time have, use or employ for its own purposes. The North Shore Company shall have the right, subject to the consent of the proper municipal or other governmental authority, at its own expense, to construct and maintain additional facilities for its use at said station locations, but the plans therefor shall first be submitted to and approved by the Chief Engineer of the Elevated Company.

(3) The right to the exclusive use of the spur tracks, track facilities, premises, buildings and property lying easterly and westerly of the two main tracks of the Evanston Line, between the south line of Emerson Street and the north line of Church Street, in the City of Evanston, all as shown on plat hereto attached as Exhibit "C" and made a part hereof; but the Elevated Company reserves the right to make such use of said tracks, facilities, premises, buildings and property, westerly of said main tracks, as may be necessary in order to enable it to perform the freight and switching service for the St. Paul Company in said lease Exhibit "A" provided for; and it also reserves the right to construct and maintain a third main track easterly of said two main tracks. The North Shore Company shall, and it agrees that it will at its own cost and expense, maintain its Church Street Station and the buildings

in this paragraph (3) mentioned, and will at its own cost and expense, construct any and all additional track connections between said premises and the main tracks of said Evanston Line.

(4) The right to the exclusive use of two circuits of telephone wires from Laurel Avenue, in the Village of Wilmette, to Wilson Avenue, in the City of Chicago, and the right to connect the said circuits with the circuits now or hereafter used by the North Shore Company between said Laurel Avenue and the City of Highwood, or any other point on its lines, in the County of Lake and State of Illinois. The North Shore Company shall also have the right to the exclusive use of two circuits of telephone wires from Wilson Avenue to any downtown terminal station of the Elevated Company, in the City of Chicago, used by the North Shore Company, and the right to connect said circuits with the said telephone circuits extending north of Wilson Avenue. All of said circuits of telephone wires, south of Laurel Avenue, shall be maintained by and at the expense of the Elevated Company.

(5) The right to use the high tension wires, insulators and appurtenances on the high tension pole line located along the westerly side of the Evanston Line, from Clark Street, in the City of Evanston, north to a point at or near the intersection of the Evanston Line with Isabella Street.

(6) The right to use as much space upon the tracks in said North Water Street Terminal of the Elevated Company as may reasonably be required for the care, operation and storage at all times of the day and night of not to exceed six (6) cars at any one time, and the right to use as much space upon a sidetrack outside of the platform tracks of said North Water Street Terminal as may reasonably be required for the care, operation and storage, at all times of the day and night, of not to exceed three (3) cars at any one time upon said sidetrack.

(7) The right to store, between the hours of 7 A. M. and 6:30 P. M., twenty (20) cars in each of the yards of the Elevated Company at Wilson Avenue and Howard Street, in the City of Chicago, and Linden Avenue, in Wilmette. At all other hours the North Shore Company shall have the right to store six (6) cars in each of said yards.

(8) The right to operate its cars south of Argyle Street over the freight tracks leased from the St. Paul Company under Exhibit "A" as far south as Irving Park Boulevard; provided, however, such operation shall not unreasonably interfere with the performance by the Elevated Company of freight and switching service for the St. Paul Company.

(9) The right to construct a passenger terminal on the right of way leased from the St. Paul Company under Exhibit "A" between the present freight track, located on the westerly side of said right of way, and the westerly right of way line of the Elevated Company, and between a point sixty (60) feet south of the south line of Wilson Avenue, in the City of Chicago, and a point not more than seven hundred (700) feet south of and distant from said last mentioned point. An adequate passageway over the sixty feet south of and abutting Wilson Avenue and west of the Elevated Company's westerly right of way line shall be provided and may be used for the accommodation of the North Shore Company's passengers using such passenger terminal, until such time as a building shall be erected upon said sixty (60) feet, in which event provision shall be made for passage through such building for said passengers to and from the said terminal from and to Wilson Avenue. An adequate passageway shall be provided and may be used for the accommodation of the North Shore Company's passengers for passage to and from said Terminal from and to the Elevated Company's Wilson Avenue station.

For the rights in this paragraph (9) granted, the North Shore Company shall pay to the Elevated Company during the term of this lease the sum of fifteen hundred dollars (\$1500) per annum, in equal monthly installments. The installment for each month shall be due and payable on or before the 30th day of the next succeeding calendar month.

It is understood and agreed that the Elevated Company reserves and shall have the right to construct an inclined track from the freight track on the right of way, south of Wilson Avenue, leased from the St. Paul Company under Exhibit "A," to the surface of the ground, with a connection with the present tracks of the Elevated Company in its lower Wilson Avenue yard, and shall have the right to transport over said inclined track and connections supplies and materials to said yard without track rental.

(10) The right to construct a merchandise terminal on the right of way leased from the St. Paul Company under Exhibit "A" and under the elevated structure of the Elevated Company between Irving Park Boulevard and Montrose Avenue. Said terminal shall be located between the freight tracks on said leased right of way and the east right of way line of the Elevated Company.

For the rights in this paragraph (10) granted, the North Shore Company shall pay to the Elevated Company during the term of this lease the sum of fifteen hundred dollars (\$1500) per annum, in equal monthly installments. The installment for each month shall be due and payable on or before the 30th day of the next succeeding calendar month.

(11) The right, at its option, to connect its railroad with the Evanston Line at some new point in the Village of Wilmette or in the City of Evanston; but the exercise by the North Shore Company of this option shall not preclude the North Shore Company from also operating its cars and trains over that portion of the Evanston Line extending from the

point of connection at Laurel Avenue to said new point of connection.

(12) The right to operate its cars and trains upon and over the South Side Terminal to and into the switch-back track south of and near Twelfth Street (which switch-back track shall be at least seven hundred and fifty feet long in the clear), and the right to lay up said cars and trains on said switch-back track. All expense of installing and fitting said switch-back track and connections for use of the North Shore Company shall be borne and paid by that Company.

The North Shore Company shall not have the right to receive or discharge passengers at any station or platform or place upon the South Side Terminal, except that it may make such temporary station stops as may from time to time be permitted in writing by the Elevated Company and the said South Side Elevated Railroad Company.

(13) Subject to such permission, if any, as may be lawfully required from any municipal or other governmental authority, the North Shore Company may receive and discharge merchandise by despatch service, express matter, newspapers, mails, packages, milk and produce (a) on the premises to be used by the North Shore Company as provided in Subdivision (3) of paragraph (c) of Article V hereof, (b) at the terminal which it may construct near Irving Park Boulevard, as in this Article provided; (c) upon the Elevated Company's property adjacent to said Main Line between North Avenue and Schiller Street, and between Orleans Street and North Park Avenue; (d) at the station at Chicago Avenue (subject to the risk of having to remove from the location or having to make, at its own expense, structural changes which may be made necessary because of future improvements or changes in transportation in the City of Chicago); (e) upon the North Water Street Terminal, and at such other convenient points or stations upon the Evanston Line and Main Line as will interfere as little as possible with the operation of passenger

trains of the Elevated Company and the North Shore Company. Subject to such permission, the North Shore Company may at its own expense (unless such expense shall be by agreement apportioned between the parties) construct and maintain all necessary buildings, structures and track connections for the doing of the things in this paragraph (13) mentioned; and the North Shore Company shall pay to the Elevated Company as rental for any land of the Elevated Company on or adjacent to the Main Line used exclusively for said purposes (except for the Terminal at Irving Park Boulevard) an annual sum equivalent to eight (8%) per centum upon the fair cash market value of the land so used or occupied. If the parties can not agree as to what such market value is, the question shall be submitted to arbitration under the arbitration clauses of this agreement.

ARTICLE VI.

TRAIN SERVICE AND OPERATION.

(a) *Covenant by North Shore Company to Perform Service.*

The North Shore Company shall and it hereby agrees that it will on or about May 1, 1919, commence (and will thereafter for the term of this agreement continue) the operation, as in this agreement provided, over the Evanston Line (or that portion of the Evanston Line lying south of the point of connection of said line with the tracks of the North Shore Company) and the Main Line into the North Water Street Terminal, or to and upon the Union Loop, or to the South Side Terminal switch-back at Twelfth Street, such of its cars and trains as may be necessary or advisable for the carriage of its passengers originating on its lines north of said Laurel avenue and destined to points on said Evanston Line or Main Line, or originating at any point on said Main Line or Evanston Line and destined to any point on the lines of the

North Shore Company north of said Laurel avenue; provided, the North Shore Company shall not operate more than six trains per hour in each direction past Kinzie Street station on the Main Line.

The term "Main Line" as used in this subdivision (a) of this Article VI shall be held to include also the North Water Street Terminal and the Union Loop.

(b) *North Shore Service to Church Street and to Wilson Avenue.*

The North Shore Company shall have the right to operate as many of its cars and trains south to its terminal at Church Street, in the City of Evanston, and return, as it may desire, and shall also have the right to operate as many of its cars and trains south to Wilson Avenue station, in the City of Chicago, and return, as the facilities provided at that station will permit, if and when such operation to Wilson Avenue station shall not unreasonably interfere with the Elevated Company's traffic at that point; provided, such operation to Church Street and to Wilson Avenue shall in no way relieve the North Shore Company from its obligation to operate over said Evanston Line and said Main Line, as in paragraph (a) in this Article VI provided.

(c) *Rules and Regulations Governing Operation.*

The Elevated Company may from time to time adopt and impose reasonable rules, orders and regulations for the operation of all cars and trains upon or over the joint property and to govern the performance of the duties of all employees employed in any work upon or in connection with the joint property. The operation of all cars and trains over the tracks of the joint property shall be subject to and shall comply with the dispatching, supervision, orders, rules and regulations of the Elevated Company. The Elevated Company shall have the right to exclude from said tracks and property

and from employment on any cars or trains while operating thereon, any employee of the North Shore Company who shall be guilty of any infraction of the orders, rules or regulations of the Elevated Company pertaining to such operation or to the performance of such duties.

The cars and trains of the North Shore Company while on said Evanston Line and Main Line shall be entitled to the use of express tracks whenever available, and shall be entitled to such priority in schedule or service over the trains of the Elevated Company as is usually accorded express trains over local trains. Where passing tracks are or may be available the North Shore Company may use them.

(d) *No Local Service; Station Stops.*

The North Shore Company shall not and it agrees that it will not perform any local passenger service upon the tracks of the joint property, but for the purpose of discharging passengers coming from or receiving passengers destined to points on the North Shore Company's lines north of the north line of said Laurel Avenue, it may stop its passenger trains at the following stations: Central Street, Noyes Street, Foster Street and Church Street (at platforms to be constructed by the North Shore Company) on said Evanston Line; Wilson Avenue and Belmont Avenue on said Main Line; the station at the North Water Street Terminal; the Union Loop Stations at Randolph and Wells Streets, Madison and Wells Streets, La Salle and Van Buren Streets, Dearborn and Van Buren Streets, Wabash Avenue and Adams Street, and Wabash Avenue and Randolph Street; provided, that no stops shall be made by the North Shore Company's cars or trains at said Noyes Street Station and Foster Street Station during and after the elevation of the tracks north of Church Street or Davis Street, in the City of Evanston.

ARTICLE VII.

OBLIGATIONS OF THE ELEVATED COMPANY.

The Elevated Company covenants and agrees as follows:

(a) That it will, except as in this agreement otherwise provided, keep and maintain all the tracks, platforms, stations, and their appurtenances and appliances, at all times in good order, operating condition and repair for the use and operation by the North Shore Company as herein provided.

(b) That it will furnish to the North Shore Company all the electric power necessary to heat, light and operate the cars and trains of the North Shore Company while upon the tracks of the joint property; provided, that if at any time by accident, breakdown, emergency, or other circumstances, the facilities of the Elevated Company for supplying such electric power shall be temporarily restricted, and in consequence thereof the Elevated Company cannot furnish such power to meet the needs of the Elevated Company and the North Shore Company, then the Elevated Company and the North Shore Company shall each have a fair and just *pro rata* share of all the available power; and provided, further, the Elevated Company shall not be held responsible to the North Shore Company for temporary interruptions in delivery of power due to failures at the source or in transmission.

(c) That it will light all stations, platforms and buildings, upon the joint property, used by the North Shore Company, and will keep all of such stations (except the North Shore Company's station at Church Street) heated and in a clean, wholesome and usable condition; but the Elevated Company shall not be obligated to light, heat or maintain any building used exclusively by the North Shore Company. The use of all such stations, platforms and buildings by the North Shore Company and its passengers and employees shall be subject

at all times to the reasonable rules, orders and regulations of the Elevated Company.

(d) That it will not voluntarily enter into any agreement for the operation over the Evanston Line or the Main Line of the cars and trains of any other company or corporation whose railroad lines may be located within two miles on either side of the line (in Illinois) of the North Shore Company, or any extension thereof in case such extension is built prior to the location or construction of the railroad line or lines of such other company or corporation.

ARTICLE VIII.

COMPENSATION TO ELEVATED COMPANY FROM THE NORTH SHORE COMPANY.

In addition to the other payments to be made by the North Shore Company to the Elevated Company under the provisions of any other Article hereof, the North Shore Company, as compensation for the undertakings of the Elevated Company in this agreement specified, and for the rights and privileges herein provided for the North Shore Company, shall make payments as hereinafter in this Article provided, viz.:

(a) *Monthly Payments for Passenger Car Operation.*

1. The passenger operating revenue of the North Shore Company from the joint property as determined under paragraph 2 of this Subdivision (a), less the passenger operating expenses due to the operation of that Company's passenger cars on the joint property as determined under paragraph 3 of this Subdivision (a) shall, within the meaning of this paragraph, be deemed the North Shore Company's "net operating revenue" from the joint property. For each calendar month during the life of this agreement the North Shore Company shall pay to the Elevated Company a sum ascertained by taking 55 per cent. of the North Shore Company's net operating

revenue from the joint property for such month and adding thereto an amount determined by multiplying the revenue passenger car miles, as defined in the Interstate Commerce Commission's Uniform System of Accounts for Electric Railways, effective July 1, 1914, made by the North Shore Company's own cars on the joint property during such month by the sum of the unit costs determined in Subdivisions (aa), (bb) and (cc) of said paragraph 3.

2. To determine the passenger operating revenue of the North Shore Company from the joint property, multiply the number of revenue passenger car miles made by the North Shore Company's passenger cars on the joint property by the average gross passenger revenue per car mile on its entire railroad system, including the joint property.

3. To determine the passenger operating expenses due to the operation of the North Shore Company's passenger cars and trains on the joint property, multiply the number of revenue passenger car miles made by the North Shore Company's passenger cars on the joint property by the sum of the following unit costs per car mile:

(aa) Cost of maintenance and depreciation of way and structures on the Elevated Company's entire system, including the joint property, divided by the total car miles operated over such way and structures by the Elevated Company (including the St. Paul Company's freight cars), the North Shore Company and any other company.

(bb) Cost of power to the Elevated Company for all its purposes, divided by the total car miles electrically operated by the power included in such cost on its entire system (including the joint property, except the South Side Terminal). This cost may be corrected by test to determine actual unit cost per North Shore passenger car mile on the joint property, and the actual cost where so determined by test shall be used.

(cc) Any other direct operating expense incurred by the Elevated Company by reason of the operation of the North Shore Company's passenger cars upon the joint

property, divided by the number of car miles made by such cars on the joint property.

(dd) Cost of maintenance and depreciation of passenger equipment properly chargeable to the operating expenses of the North Shore Company, divided by the total car miles operated on that Company's entire system (including the joint property) by such equipment.

(ee) Cost of conducting passenger transportation of the North Shore Company on the joint property chargeable to said I. C. C.'s accounts 64, 66, 68, 69, 73 and 78, divided by the revenue passenger car miles operated by the North Shore Company's cars on the joint property.

(ff) Cost of conducting passenger transportation of the North Shore Company on its entire system (including the joint property) properly chargeable to said I. C. C.'s accounts 67, 70 and 71, divided by the passenger car miles operated on its system and the joint property.

(gg) Any other direct passenger operating expense of the North Shore Company on the joint property incurred by the North Shore Company by reason of the operation of its cars on the joint property, divided by the revenue passenger car miles operated by such cars on the joint property.

(b) *Monthly Payments for Other Car Operation.*

The North Shore Company shall pay to the Elevated Company for each calendar month during the life of this agreement for the operation of its express and merchandise despatch cars on the joint property, a monthly rental ascertained by multiplying the revenue car miles made by said cars on the joint property during such month by the current passenger car mile rate ascertained by dividing the rental provided under paragraph 1 of Subdivision (a) of this Article by the total passenger car miles operated by the North Shore Company on the joint property.

(c) *Minimum Payments per Car Mile.*

The total minimum payment under the foregoing provisions of this Article for each year of the life of this agreement shall not be less than fifteen cents for each revenue car

mile operated by the North Shore Company's cars on the joint property during such year. If at the end of any such year it shall appear that any sum is due from the North Shore Company to the Elevated Company under the provisions of this Subdivision (c) such sum shall be paid by the North Shore Company to the Elevated Company within thirty days after the expiration of such year.

(d) *Payment of Minimum Annual Sum.*

The North Shore Company agrees and guarantees that the aggregate payments under the foregoing provisions of this Article for each year that this agreement shall remain in force shall not be less than the sum of Forty Thousand (\$40,000) Dollars. If in any such year the aggregate of such payments shall be less than said sum, the difference shall be paid by the North Shore Company to the Elevated Company within thirty (30) days after the expiration of such year.

(e) *Table of Distances.*

The following is the table of distances upon which car mileage upon the joint property is to be computed:

From the North Line of Laurel Avenue to:

	<i>Feet.</i>	<i>Miles.</i>
(1) The south end of Church Street track.	9,085.91	1.7208
(2) Entrance to Howard Street yard....	20,004.52	3.7887
(3) North end of Wilson Avenue station..	41,199.9	7.8026
(4) South end of Wilson Avenue station.	41,462.2	7.8523
(5) End of track in North Water Street Terminal	74,718.35	14.1509
(6) To and around Union Loop to north line of Laurel Avenue	160,485.4	30.3919
(7) To and including the switch-back track at Twelfth Street on the South Side Terminal to north line of Laurel Avenue,	168,238.25	31.8631
The distance from Union Loop to and including the switch-back track at Twelfth Street on the South Side Terminal is	3,854.92	.7301

(f) *Monthly Settlements.*

The Elevated Company shall on or before the 20th day of each and every calendar month, furnish to the North Shore Company the information called for in Subdivisions (aa), (bb) and (cc) of paragraph 3 of Subdivision (a) of this Article, for the preceding calendar month. Following the receipt of such information, and on or before the 25th day of the same month, a statement of the amount due for such preceding calendar month from the North Shore Company to the Elevated Company, ascertained as in this Article prescribed, shall be rendered by the North Shore Company to the Elevated Company, and the amount shown by said statement to be so due shall be paid by the North Shore Company to the Elevated Company on or before the 30th day of the month in which such statement is made. Unless within a period of two years from and after the acceptance by the Elevated Company of any such payment the Elevated Company shall, in writing, question the correctness of the amount of the payment or of the statement upon which the payment was made, the correctness of such amount and statement shall, after the expiration of such period, be conclusively presumed. Each party hereto shall have access at all reasonable hours to the books of account and papers of the other party for the purpose of ascertaining the correctness of any statement rendered, or for determining any amount due, paid or payable hereunder.

(g) *Car License Fees.*

The North Shore Company shall and it agrees that it will promptly pay and discharge all car license fees imposed on cars owned or operated by the North Shore Company over the joint property, notwithstanding the fact that as to such cars such car license fees may by ordinance or ordinances be imposed upon the Elevated Company, and the North Shore Company shall save the Elevated Company harmless from the payment of all such car license fees. Payments hereunder

shall not be included in operating expenses of the North Shore Company in ascertaining the compensation to be paid, under this Article.

(h) *Impositions on Carriage of Certain Traffic.*

The North Shore Company shall and it covenants and agrees that it will promptly pay and discharge all license fees, taxes or impositions charged or imposed by any lawful authority for the carriage by the North Shore Company of merchandise by despatch service, baggage, mail and express, newspapers or milk over said joint property, and shall save harmless the Elevated Company therefrom, whether or not such charges, taxes and impositions may by ordinance, or otherwise, be charged or imposed upon the Elevated Company.

ARTICLE IX.

LIABILITY, DAMAGE, INJURY AND DEFENSE CLAUSES.

The parties to this agreement hereby covenant and agree with each other as follows, viz:

(a) *Collisions.*

In case of a collision between the locomotives, cars or trains of the parties to this agreement, upon the joint property or in storage yards, the party to this agreement whose employees are alone at fault shall be solely responsible for and shall settle and pay the entire loss and damage (including costs and expenses incidental thereto) and save the other party harmless therefrom; if any such collision shall be caused by the fault of the employees of both parties to this agreement, or if the fault causing such collision cannot be determined, then each of said parties shall bear and pay for the loss, damage and injury (including the costs and expenses incidental thereto) which its own property or property in its custody may have

sustained, or its employees or passengers may have suffered in consequence thereof, and shall hold the other party harmless therefrom.

(b) *Special Structures.*

If any special facilities or structures are or shall be maintained upon or adjacent to any tracks included in this agreement because of the operation thereover of the North Shore Company's cars, or for the sole accommodation or use of the North Shore Company, and the hazard of accidents is thereby increased, the North Shore Company shall and it hereby agrees that it will save, indemnify and keep harmless the Elevated Company from any and all loss, cost, damage or expense to persons or property, including property of the Elevated Company, arising from the maintenance or use of such facilities or structures.

(c) *Structural Defects.*

The North Shore Company shall not by reason of any defect in the roadway, tracks, stations, platforms, structures, appurtenances or appliances, used by it as in this agreement provided, or by reason of any defect in the roadway, tracks, stations, platforms or structures of the Elevated Company contiguous thereto, have or make against the Elevated Company any claim or demand for loss, damage or injury caused by such defects.

(d) *Assumption of Risk.*

Each party hereto (except as otherwise specified in this agreement) shall and does hereby assume the risk of and will indemnify and save harmless the other party from and against all loss, damage and injury (including all costs and expenses incidental thereto) which may in any manner arise in or upon any track, structure or premises, the use of which is herein provided for, whether to its own property or to the property in its custody, or to its passengers or employees, or to any other person, or which may result in the death of any

person, caused by, attributable to or in connection with the movement or operation of any of its locomotives, cars or trains as fully in all respects as if it were in exclusive use and control of such tracks, structures and premises at the time such loss, damage, injury or death occurred.

The word "damage," as used in this Article, shall include, also, any compensation allowed by any State or Federal statute governing compensation to employees suffering injury or death during the course of their employment.

(e) *Intervention in Suits.*

Either party to this agreement may intervene and use the name of the other party, or assist in prosecuting and defending, or may prosecute and defend in any action or proceeding which might or could have the effect of preventing the carrying out of this agreement, or the performance of any of its terms and conditions; but no party to this agreement shall have the right to interfere with any suit or proceeding instituted against the other party, or to use the name of such other party, when such suit or proceeding shall involve the rate of fare to be charged by such other party, the issuance of transfers, or property rights or franchise rights.

(f) *Notice of Suits.*

If any claims are made or suits are brought against either party to this agreement for any loss, damage or expense arising out of any matter embraced in this agreement, the party so sued shall give to the other party written notice of such suit or action, and such other party shall have the right to appear in any such suit or action and resist and defend the same. Such appearance in any such suit by either of the parties to this agreement shall in no way or manner affect the rights of the parties as between themselves or otherwise, but the respective rights of the parties shall be determined by the provisions of this agreement.

ARTICLE X.

TERMINATION OF PRIVILEGES FOR DEFAULT.

If the North Shore Company shall make default in any of its payments or in the performance of any of its covenants in this agreement provided for or set forth, and such default shall continue for the period of ninety (90) days from the receipt of written notice thereof from the Elevated Company, the Elevated Company may exclude the North Shore Company from the enjoyment of any or all of its privileges hereunder, and from the use of the joint property, for such period after the expiration of the said ninety (90) days as such default shall continue. The right to exclude herein provided for shall be a cumulative remedy and shall not preclude the Elevated Company from suing for breach of contract, or from pursuing any other legal or equitable remedy applicable under any particular circumstances.

ARTICLE XI.

ARBITRATION.

It is mutually understood and agreed by and between the parties hereto that if any question shall at any time arise concerning the construction of any part of this agreement, or of any right or duty of either party hereunder, upon which question the parties hereto cannot agree, such question shall be submitted to the arbitrament of three disinterested persons, experienced in railway business, to be chosen, one by each party hereto, and the third by the two so chosen; that the party desiring such arbitration shall select its arbitrator, giving written notice thereof to the other party, in such notice

stating precisely the matter or matters which it proposes to bring before the arbitrators, and only matters so stated shall be by them considered or decided; that if the party so notified shall for ten days thereafter fail to notify the other party of the name of an arbitrator by it chosen, the arbitrator named by the party so requiring arbitration may and shall name and appoint an arbitrator on behalf of the party so in default, and the arbitrator named and appointed as lastly provided shall have the same power and authority as if named and appointed by the party so failing to appoint. If the two arbitrators chosen in any manner aforesaid, shall be unable to agree upon the third arbitrator, such third arbitrator may be appointed by any person sitting as Judge of the District Court of the United States for the District in which Cook County, Illinois, may then be located, and residing in said district, upon application by either or both of such arbitrators to any such Judge, of which application ten (10) days' notice in writing to the parties hereto shall be given by said arbitrator or arbitrators. The arbitrators duly chosen in any manner aforesaid shall immediately proceed to hear and determine all matters in the written notice specified, and so submitted to them, after giving to each party hereto not less than five days' notice of the time and place of meeting; and shall, at the time and place appointed, summarily proceed to hear and decide the matters so specified, unless in their judgment the hearing should be adjourned to a later day or days, of which adjournment like notice shall be given, unless such notice be waived in writing by both parties hereto, in which case the hearing may proceed at an earlier date. The determination of such arbitrators, or of a majority of them, as to any matters so submitted to them, shall be made in writing and shall be final and conclusive, and the parties hereto shall and will abide by such determination and perform the requirements and conditions thereof as if the same

were made a part of this agreement. But it is expressly agreed that no controversy which shall arise shall interfere with or suspend the operation of the cars and trains of the North Shore Company over the joint property; and all matters, business, settlements and payments, which are to be transacted or made under the terms of this agreement, shall continue pending the arbitration, and shall be transacted and made in the manner and form existing prior to the arising of such controversy. All expense connected with such arbitration, including a reasonable compensation to the arbitrators, shall be subject to the result of such arbitration, and shall be borne and shared by the parties hereto in such manner or in such proportion as the arbitrators shall award.

All notices in this or any other Article of this agreement provided for may be given by serving the same in writing, by registered mail, on the President or General Manager for the time being of either party.

ARTICLE XII.

SUCCESSION.

This agreement and all its terms and provisions shall extend to and be binding upon the successor or successors in ownership of and title to the properties of the respective parties hereto, but except to such successors, neither party to this agreement shall assign the same, or any right or interest thereunder, without the consent in writing of the other party.

ARTICLE XIII.

APPROVAL BY PUBLIC UTILITIES COMMISSION.

This agreement is made subject to the approval thereof by the Public Utilities Commission, of Illinois; and after such ap-

proval, shall be subject at all times to the lawful orders, rules and regulations of said Commission concerning any matter or thing embraced in this agreement which may be within its jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, by their proper officers thereunto duly authorized.

CHICAGO NORTH SHORE AND MILWAUKEE RAILROAD,

By R. FLOYD CLINCH,

(CORPORATE SEAL)

Vice President.

Attest:

WILLIAM V. GRIFFIN,

Secretary.

NORTHWESTERN ELEVATED RAILROAD COMPANY,

By BRITTON I. BUDD,

(CORPORATE SEAL)

President.

Attest:

WILLIAM F. HOLTZ,

Assistant Secretary.

STATE OF ILLINOIS, }
 COUNTY OF COOK. } ss.

I, Ambrose Ryan, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that R. Floyd Clinch, Vice President, and William V. Griffin, Secretary, of Chicago North Shore and Milwaukee Railroad, personally known to me to be such Vice President and Secretary, respectively, and to be the same persons who executed the foregoing instrument, appeared before me this day in person and acknowledged that they signed the foregoing instrument and caused the corporate seal of said Company to be affixed thereto, as their free and voluntary act, and as their free and voluntary act as such Vice President and Secretary, respectively, and as the free and voluntary act of said Chicago North Shore and Milwaukee Railroad, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 5th day of May, A. D. 1919.

(NOTARIAL SEAL)

AMBROSE RYAN,
Notary Public.

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

I, Ambrose Ryan, a Notary Public in and for the County and State aforesaid DO HEREBY CERTIFY that Britton I. Budd, President, and William F. Holtz, Assistant Secretary, of Northwestern Elevated Railroad Company, personally known to me to be such President and Assistant Secretary, respectively, and to be the same persons who executed the foregoing instrument, appeared before me this day in person and acknowledged that they signed the foregoing instrument and caused the corporate seal of said Company to be affixed thereto, as their free and voluntary act, and as their free and voluntary act as such President and Assistant Secretary respectively, and as the free and voluntary act of said Northwestern Elevated Railroad Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 5th day of May, A. D. 1919.

(NOTARIAL SEAL)

AMBROSE RYAN,
Notary Public.

EXHIBIT A

(To agreement between C. N. S. & M. R. R. and N. W. E. R. R. Co.)

This Indenture, dated this 31st day of March, A. D. 1919, between the **CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY**, a corporation organized under the laws of the State of Wisconsin (hereinafter called the "Lessor" or the "St. Paul Company") **WALKER D. HINES**, Director General of Railroads (hereinafter called the "Director General"), and the **CHICAGO NORTH SHORE AND MILWAUKEE RAILROAD**, a corporation organized under the laws of the State of Illinois (hereinafter called the "Lessee" or the North Shore Company"), WITNESSETH:

WHEREAS, the St. Paul Company is the owner of a line of railroad known as its "Evanston Division," a section of which extends from Irving Park Boulevard, a street in the City of Chicago, Cook County, Illinois, northerly to and through the City of Evanston, in said Cook County, to the south line of Laurel Avenue in the Village of Wilmette in said county, which section of said Evanston Division connects with the railroad of the Northwestern Elevated Railroad Company at a point near Leland Avenue in the City of Chicago, and connects with the railroad of the North Shore Company at a point near the south line of Laurel Avenue in said Village of Wilmette; and

WHEREAS, the North Shore Company desires to acquire, subject to a certain agreement hereinafter mentioned, and to the terms and conditions of this indenture, the right to the exclusive use and occupation of said section of said Evanston Division, and of the other rights and property hereby demised;

Now, THEREFORE, in consideration of the premises and of the respective mutual and dependent covenants and agree-

ments hereinafter set forth, it is agreed by and between the parties as follows:

ARTICLE I.

The St. Paul Company does hereby demise and lease to the North Shore Company, its successors and assigns, for and during the term commencing May 1, 1919, and ending January 8, 1944, the following described property, to wit:

The section of said Evanston Division extending from the south line of Irving Park Boulevard (a street in the City of Chicago) northerly to and through the City of Evanston to the south line of Laurel Avenue in said Village of Wilmette, and also all the property, franchises, rights and facilities of the St. Paul Company thereunto appertaining, including railroad tracks, right of way, depots and depot grounds, station houses and other buildings, and also all outside lots and lands of the St. Paul Company adjacent to such right of way, or adjacent to any streets, alleys or public places bounding such right of way, and all lands and spaces under the elevated portions of the railroad tracks along such right of way; including all interest of the Lessor in lands owned jointly by it with the Northwestern Elevated Railroad Company in the Village of Wilmette, the title to which is held by the Central Trust Company of Illinois, Trustee.

The property and rights hereinabove demised and leased will hereinafter be referred to collectively as the "demised property" or "demised railway." It is expressly understood and agreed that this lease is made subject to all the rights of the Northwestern Elevated Railroad Company, its successors and assigns, under the agreement dated August 22, 1907, made by and between that Company and the St. Paul Company, a copy of which agreement is hereto attached, marked "Exhibit A," and made a part hereof. The North Shore Company hereby agrees that during the term of this lease it will perform all of the obligations of the St. Paul

Company under said agreement (except in so far as such performance shall be waived or dispensed with by said Northwestern Elevated Railroad Company), and save and keep harmless the St. Paul Company therefrom, except as to work to be done by the St. Paul Company as hereinafter set forth, and the St. Paul Company hereby assigns and transfers to the North Shore Company all the right, title and interest of the St. Paul Company in and to any and all moneys, rents, profits, and benefits which, during the term of this lease, shall accrue and become payable to the St. Paul Company under said agreement.

ARTICLE II.

Except as hereinafter otherwise provided, and subject to the aforesaid rights of the Northwestern Elevated Railroad Company under said agreement, "Exhibit A," the North Shore Company shall at all times during the term of this lease have full and exclusive right, power and authority to occupy, use, control, manage, maintain and operate all and every part of the demised property and of the railway thereon, and to construct, maintain and operate on the demised property, or any part thereof, such additional railroad tracks, buildings and other facilities as it may deem desirable, and to make such additions, alterations or changes in the existing roadbed upon the demised property as it may deem proper; and the North Shore Company agrees that it will give to the St. Paul Company written notice before constructing any such additional railroad tracks, buildings and other facilities, or making any such additions, alterations or changes, and will afford the St. Paul Company an opportunity to examine the plans therefor. The North Shore Company will, upon being requested so to do by the St. Paul Company, or required so to do by any competent government-

tal authority, at the expense and under the direction of the St. Paul Company, construct, and will thereafter maintain and operate additional industry tracks, and such additional industry tracks shall thereupon become and remain a part of said demised railway, and shall be maintained and operated in all respects as herein provided for existing industry tracks. All tracks, except additional industry tracks hereinbefore provided for, buildings and other facilities placed upon the demised property by the North Shore Company during the term of this lease shall be at its sole cost and expense and shall be and remain its sole property until and unless acquired by the St. Paul Company as hereinafter provided. Upon the termination of this lease by lapse of time or otherwise, the St. Paul Company may, at its option, purchase all or any part of such tracks, buildings or other facilities at a value to be agreed upon between the St. Paul Company and the North Shore Company, and if they fail to agree, then at a value to be fixed by arbitration under Article XVII hereof. Should the St. Paul Company fail to exercise said option as to any of such tracks, buildings or other facilities, the North Shore Company shall, at its own expense, remove the same from the demised property and a failure on its part to so remove within a reasonable time shall be considered an abandonment thereof.

ARTICLE III.

For and during the term of this lease, as rental for the demised property, and as compensation for the rights and privileges hereby granted, the North Shore Company shall and will pay to the St. Paul Company, at the office of the St. Paul Company's Treasurer or Assistant Treasurer, in Chicago, Illinois, the following sums, to wit:

- (1) The annual sum of Thirty-two Thousand Dollars (\$32,000), being interest at four (4) per cent. on Eight

Hundred Thousand Dollars (\$800,000), which last mentioned amount, for the purposes hereof, but not otherwise, is agreed to be the original cost of the demised property. Such annual sum shall be paid in equal monthly installments, the installment for each month to be paid on the 15th day of the next succeeding month.

(2) The annual sum of One Hundred Fifty-seven Thousand, Six Hundred Dollars and Twenty-five Cents (\$157,600.25), being interest at four and fifty-seven hundredths per cent. plus (4.57+%) on Three Million, Four Hundred and Forty-four Thousand, Nine Hundred and One Dollars and Eighty-seven Cents (\$3,444,901.87), which last mentioned amount, for the purposes hereof, but not otherwise, is agreed upon as the total capital expenditures made by the St. Paul Company upon the demised property after the original acquisition thereof and up to November 30, 1918. Such annual sum shall be paid in equal monthly installments during said term, the installment for each month to be paid on the 15th day of the next succeeding month.

(3) On all expenditures made or which may be made by the St. Paul Company between November 30, 1918, and May 1, 1919, and at any time during the term of this lease for track elevation, additions and betterments upon the demised property, pursuant to the existing or future requirements of any federal, state or municipal authority, or pursuant to any of the terms of this lease, the North Shore Company shall pay to the St. Paul Company interest from the time when made until the termination of this lease at a rate equal to that which the St. Paul Company shall be required to pay for the moneys applied to the "cost" of such work as hereinafter defined. The interest payable by the North Shore Company to the St. Paul Company, under the provisions of this paragraph, shall be billed monthly and paid within fifteen (15) days after presentation of such bills.

In determining the rate of interest required to be paid by the St. Paul Company on any of the expenditures in this paragraph (3), there shall be considered not only the rate or rates of interest borne by any securities issued for such expenditures, but also the discount or premium, if any, on the sale of such securities, and the rates of interest applicable to the refunding of any such securities.

ARTICLE IV.

The North Shore Company hereby covenants and agrees that it will promptly pay and discharge and save the St. Paul Company harmless from: (a) all taxes and assessments levied or accruing during the term of this lease upon or against the demised property, except such taxes as the Director General has heretofore agreed with the St. Paul Company to pay during the period of federal control; and except special assessments for public improvements levied against the "demised property," upon the amount of which the North Shore Company shall pay interest under paragraph (3) of Article III hereof; (b) all license fees for use upon the demised property of the North Shore Company's equipment; and (c) all claims, demands, debts, and tolls incurred by the North Shore Company in connection with or incidental to its operation of the demised property. No part of any capital stock tax, income tax, excise tax or corporation tax levied or assessed against the St. Paul Company shall be chargeable to the Lessee.

The books, accounts and vouchers of each of the principal parties hereto (the St. Paul Company and the North Shore Company), so far as they relate to matters embraced in this instrument, shall be open during the usual business hours for the inspection of the duly authorized officers or agents of the other party.

ARTICLE V.

The Lessee further agrees that it will procure all necessary lawful authority so to do, and will at its sole cost and expense operate and run said demised railway at all times during said term as fully and to the same extent as the Lessor, as the owner thereof, is now or shall or may at any

time hereafter be required by law so to do; that it will likewise promptly perform for the Lessor or the Director General all freight and switching service on said demised railway in such manner as will conserve the Lessor's freight business thereon, and at all times be satisfactory to the duly constituted governmental authorities; and in performing such freight and switching service, the Lessee will promptly receive from and deliver to the Lessor or the Director General, on tracks, to be mutually agreed upon as interchange tracks, between Irving Park Boulevard and Montrose Avenue, all loaded and empty freight cars that are in good operating condition when tendered to the Lessee by the Lessor or said Director General. It being agreed that delivery by the Lessor to the Lessee and by the Lessee to the Lessor shall be considered complete when cars are placed on such interchange tracks, and the Lessee shall and will assume, be responsible for and indemnify the Lessor and the Director General against all damage to cars and contents thus delivered to it while in the possession of the Lessee.

The Lessee shall accept orders from shippers or industries for freight car equipment and promptly transmit such orders to the Lessor, and the Lessor shall furnish such equipment for transportation to points on its own railway and its connections. The Lessee shall and will at all times perform such freight and switching service in a prompt and efficient manner so that the freight business of said demised railway shall be developed and encouraged. And in order to enable the Lessee to perform such freight and switching service, it will with its own forces and means and without expense to the Lessor in connection therewith, within eighteen months from the first day of the term hereof, prepare all the existing freight and industry tracks for electrical or other form of operation and will likewise, promptly after the construction thereof, prepare all the industry tracks

hereafter constructed in connection with said demised railway; and will so perform all the necessary freight and switching service to serve all the existing and future industries located on said demised railway. The said Director General or the Lessor shall perform such switching service during the time of preparation by the Lessee of said existing freight and industry tracks for electric or other form of operation by the Lessee as hereinabove provided for.

The Lessor or the Director General, as the case may be, shall pay to the Lessee, and the Lessee shall receive, in full payment for all freight and switching service so performed by it, the sum of Five Dollars (\$5) per loaded or revenue earning car handled by the Lessee; it being agreed that no charge shall be made by the Lessee for handling empty cars moving to or from any industry tracks on said demised railway. Said sum of Five Dollars (\$5) per car shall, for the purpose of this agreement, be taken as the actual cost to the Lessee of performing such freight and switching service. Either party may, at its option, at the end of the first six months after the Lessee shall have commenced performance of such freight and switching service in the manner aforesaid, and at the end of any two-year period thereafter during the term hereof, by giving to the other ten (10) days' notice in writing of a desire so to do, demand an increase or decrease of the amount so to be paid the Lessee for such service, during the two-year period thence next ensuing; the intention and agreement being that the Lessor or the Director General, shall pay an amount equal to the actual cost of performing such service, but shall at no time, under the terms hereof, pay for such freight and switching service more than the actual cost to the Lessee of performing the same. The cost of such service shall include only such expense as is incident to or properly chargeable against such service and the per-

formance thereof, not including interest on capital invested in fixed property, or depreciation of such property, and not including cost of maintaining freight and industry tracks, but such cost shall include a fair proportion of interest and depreciation on electric motors used in such service, based on the extent of such use, as compared with the whole use made of such motors, and shall also include damage to freight cars and contents handled for the Lessor while in the possession of the Lessee; and shall also include taxes payable by the Lessor under that certain supplementary agreement dated August 22, 1907, assumed by the Lessee as provided for in Article XIV hereof; and the Lessee shall and will keep separately a full, true, itemized account in detail of such cost, which account shall be open to the inspection of the Lessor at all reasonable times. Should the parties hereto fail to agree upon the actual cost to the Lessee of performing such freight and switching service, the question shall be referred to arbitration as provided for in Article XVII hereof.

Payment for such freight and switching service performed by the Lessee shall be made monthly within fifteen (15) days after presentation of bills therefor.

It is agreed that the Lessee shall have no right, duty or obligation in connection with the Lessor's charges to shippers or consignees of freight on the line of said demised railway. The Lessee agrees that it will not, without the written consent of the Lessor, use said demised railway, or permit the same to be used, for the transaction of an interchange carload freight business, based on carload revenue, with other steam railroads, unless compelled by law so to do; but nothing herein contained shall be construed as limiting the use of said demised railway for the transaction of a less than carload freight business.

ARTICLE VI.

The Lessee shall and will at all times and in all respects conform to all requirements of the laws of the United States Government and to all rules, orders and regulations of the United States Railroad Administration, and to all requirements of the laws of the State of Illinois and all lawful and binding ordinances and other regulations of municipal corporations, save as herein otherwise provided for so far as the same may be applicable to said demised railway, or demised property, and thereby at all times well and truly render to the public upon said premises, not only all and all manner of such service as is now or may hereafter be of it lawfully required by its own charter or articles, but also all service in carrying on the business of a common carrier upon said demised railway as the Lessor would be lawfully bound to render if itself performing such service.

And the Lessee further covenants and agrees that it will, at its own proper cost and expense, preserve and keep the demised railway and demised property, and every part of the same, in thorough repair and working order and condition, and supplied with rolling stock and equipment, except freight cars for shipment to and from lines beyond the demised railway hereinbefore provided for.

The Lessee further agrees that it will, at its own sole cost and expense, from time to time, and whenever needed, during the term aforesaid, do or cause to be done, to and upon the said demised railway and demised property any and all repairs, replacements and renewals; provided, however, that the Lessor shall, at its own cost and expense and without profit to it, do all the track elevation work and make all additions and betterments upon the demised railway necessary to comply with the terms of any existing or future requirements of any competent federal, state or municipal authority and the

provisions of this lease; and will also, at its own cost and expense and without profit to it, construct any and all permanent new stations and platforms and platform canopies on the demised railway which may be necessary to comply with the terms of any existing or future requirements of any competent federal, state or municipal authority; provided, however, in any event, permanent new stations and platforms and platform canopies shall be so constructed by the Lessor at Foster Street, Noyes Street, Central Street and Isabella Street, in the City of Evanston, at the time the tracks at said points are being elevated.

It is understood and agreed that the elevation of tracks and roadbed of said demised railway for the accommodation of four (4) standard gauge tracks between the north line of Broadway, a street in the City of Chicago, and a point near the crossing of Chicago Avenue, in the City of Evanston, and for the accommodation of three (3) standard gauge tracks from the said point near the crossing of said Chicago Avenue to the south line of University Place, Evanston, Illinois, in such manner as shall comply with existing ordinances of the City of Chicago and the City of Evanston, and the construction of permanent new stations and platforms and platform canopies on said section of said Evanston Division, the construction and laying of tracks, and all other work in connection therewith, having been temporarily interrupted, shall upon demand of the Lessee, be resumed, carried out and done by the Lessor after the date of the proclamation by the President of the United States of the exchange of ratifications of the treaty of peace, or as soon thereafter as financial and labor conditions will permit; but the Lessor reserves the right, if required so to do by duly constituted governmental authority, to resume and proceed with said work at an earlier date, it being agreed, however, that the plans for all station buildings, platforms and platform canopies shall be approved by the Lessee. And in order to enable the Lessor to

do the work in this Article VI specified, the Lessee will from time to time and at all times, during the progress of such work, afford the Lessor free and convenient access to, and such use of said demised railway and property as may be deemed necessary or expedient, and will make no charge against the Lessor for such use; and the Lessee will at all times during the progress of such work use its best endeavors to facilitate the safe, convenient, economical and expeditious prosecution of the same, hereby waiving and releasing any claim against the Lessor for damage resulting from interference with, delay to, or increased expense of transacting the business of the Lessee caused by the proper prosecution of such work.

The cost of the work so to be performed by the Lessor shall include all the expense direct and incidental thereto plus ten per cent. (10%) on all labor items and fifteen per cent. (15%) on all material items, in accordance with the rules of the General Managers' Association, and all cost and expense arising out of any claim for damage to persons or property or for the death of any person arising out of or resulting from such work during the progress thereof, or after its completion; and such cost shall be added to expenditures upon which the Lessee shall pay interest as provided for in paragraph three of Article III hereof.

ARTICLE VII.

Should the Lessee fail to promptly make the payments hereinbefore specified, at the times and in the manner hereinbefore provided, time being of the essence of this indenture, or fail to promptly and duly perform any of the other covenants and agreements herein contained by it to be performed, such neglect or failure shall constitute a breach of this indenture, and if such default shall continue for a period of ninety (90) days after written notice served upon it by

the Lessor, this lease shall thereupon terminate and the Lessee shall, upon the expiration of said ninety (90) days, forfeit all rights and interest hereby granted, and the Lessor may thereupon, with or without process of law, exclude the Lessee from the further possession and use of said demised railway and premises, and the Lessee shall have or make no claim against the Lessor on account of such exclusion.

ARTICLE VIII.

The Lessee further covenants and agrees to and with the Lessor that at the end of said term, or sooner termination of this indenture, as herein provided for, the Lessee will redeliver and surrender up to the Lessor, or its successors and assigns, the said demised railway and premises, in as good order and condition as the same shall be delivered to the Lessee under this Lease, ordinary wear and tear only excepted, and said demised property shall be so redelivered free and clear of all liens and incumbrances for labor and material used by the Lessee in maintaining, renewing, repairing and operating said demised railway and premises and in constructing, maintaining, renewing and repairing additions and betterments.

ARTICLE IX.

The Lessor hereby reserves to itself the right and privilege of issuing, either under the mortgage now on said demised railway and demised property, or under any mortgage hereafter executed by the Lessor, bonds in the manner and form in such mortgage or mortgages prescribed, bearing interest and payable as therein provided, and not exceeding the number and amount specified in such mortgage or mortgages, for the purpose of procuring funds for track elevation work, additions and betterments, as hereinbefore provided for.

ARTICLE X.

The Lessee further covenants and agrees that it will, at all times during the term of this indenture, seasonably fulfill and satisfy every condition of every deed or agreement conveying to the Chicago & Evanston Railroad Company, or to the Chicago & Lake Superior Railway Company, or to the Chicago, Evanston & Lake Superior Railway Company, or to the Lessor, any portion of or easement in or for the right of way or station grounds of said demised railway and demised property, and thereby save the Lessor harmless from or on account of any breach thereof. The St. Paul Company shall assign to the North Shore Company all its interests in any outstanding leases of any of the demised property and the rents payable thereunder. The Lessor agrees that the Lessee may from time to time lease to others any property hereby demised which may at any time be available for stores, offices, factories or mercantile buildings.

ARTICLE XI.

The Lessee further covenants and agrees that it will at all times during the term aforesaid assume all and all manner of risk and liability incident to, or which may in any manner grow out of, the maintenance and operation by the Lessee of said demised railway and property, and any construction work done by the Lessee, and will indemnify and save harmless the Lessor and the Director General of, from and against all liability, damage, claim, or demand which shall in any manner arise out of such construction, maintenance and operation, as fully and in all respects as if the Lessee were sole owner of said demised railway and property, and every part thereof. If any action to enforce any such liability, damages, claim or demand,

shall be brought against the Lessor alone or jointly with any other party, the Lessee shall and will upon notice thereof in writing, promptly assume and conduct the defense of such action to the final conclusion thereof, and by seasonable payment and satisfaction, including all costs, expenses and attorneys' fees in so defending the same, wholly relieve the Lessor from all pecuniary consequences thereof.

ARTICLE XII.

The Lessee will not (save only as to the Northwestern Elevated Railroad Company, its successors or assigns), without the written consent of the Lessor, sell or in any manner assign or transfer this lease, and will not permit any other person, company or corporation to share in any right or privilege hereby granted, except as otherwise herein provided. This lease shall, however, attach to and run with the railways of the respective parties during the term hereby created, and be binding upon, and inure to the benefit of any railway company hereafter owning or operating either of such railways; but nothing herein contained shall be construed as limiting the use of said demised railway and property by the Lessee, and by said Northwestern Elevated Railroad Company, and any succeeding owner of the latter, in such manner as the Lessee may elect, or as is provided in said agreement of August 22, 1907; provided all agreements on the part of the Lessee in this lease contained shall be observed and carried out.

ARTICLE XIII.

The Lessee is familiar with the terms and conditions of said agreement of August 22, 1907, between the Lessor and said Northwestern Elevated Railroad Company, under which said demised premises are now being operated jointly by the Lessor and said Northwestern Elevated Railroad Company and takes this lease subject to the consent of said Northwestern Elevated Railroad Company. If this lease shall be forfeited or terminated for any cause, prior to the expiration of the term of the said agreement of August 22, 1907, any and all interest of the Lessee in said agreement, shall be thereby at once retransferred and reassigned to the Lessor, and any change in, modifications, amendments or interpretations of said agreement, made by the Lessee and by the Northwestern Elevated Railroad Company while this lease shall be in force, and to which the Lessor is not a party, shall not, after such termination, be binding or conclusive upon the Lessor unless expressly adopted and confirmed by the Lessor, in writing, but the said agreement, as it exists on the date hereof, shall, upon such termination, be fully restored and thereafter continued until its expiration, unless otherwise agreed by the Lessor and the said Northwestern Elevated Railroad Company. The Lessor agrees that at all times while this lease is in force, said Northwestern Elevated Railroad Company and Lessee may jointly use, conduct and operate said demised railway and property in such manner and on such terms as may from time to time be agreed upon between said Northwestern Elevated Railroad Company and Lessee, provided, all agreements on the part of the Lessee, in this lease contained, shall be observed and carried out.

ARTICLE XIV.

The Lessor further transfers, sets over and assigns unto the Lessee all of its rights, interest, benefits and privileges in, to and under a certain supplemental agreement dated August 22, 1907, between the Lessor and said Northwestern Elevated Railroad Company, being supplemental to said agreement of August 22, 1907, and pertaining to the payment of taxes upon said Evanston Division; a copy of which said agreement is hereto attached, marked Exhibit B, and made a part hereof. Lessee hereby accepts such transfer and assignment and agrees to assume all duties and obligations of Lessor under said supplemental agreement.

ARTICLE XV.

The contract of May 16, 1908, between the Lessor, the Northwestern Elevated Railroad Company and the Lessee as successor of the Chicago and Milwaukee Electric Railroad Company, is, by and with the consent of the Northwestern Elevated Railroad Company and the Lessee, hereby terminated.

ARTICLE XVI.

This indenture is made subject to such possession, use, control and operation of said demised railway and property as the Director General of Railroads has heretofore, is now or may hereafter exercise over the same, pursuant to the Act of Congress, entitled: "An Act to provide for the oper-

ation of transportation systems while under Federal control; for the just compensation of their owners, and for other purposes," approved March 21, 1918.

ARTICLE XVII.

It is mutually understood and agreed by and between the parties hereto that if any question shall at any time arise concerning the construction of any part of this agreement, or of any right or duty of either party hereunder, upon which question the parties hereto cannot agree, such question shall be submitted to the arbitrament of three (3) disinterested persons, experienced in railway business, to be chosen, one by each party hereto, and the third by the two so chosen; that the party desiring such arbitration shall select its arbitrator, giving written notice thereof to the other party, in such notice stating precisely the matter or matters which it proposes to bring before the arbitrators; and only matters so stated shall be by them considered or decided; that if the party so notified shall for twenty days thereafter fail to notify the other party the name of an arbitrator by it chosen, the arbitrator named by the party so requiring arbitration may and shall name and appoint an arbitrator on behalf of the party so in default, and the arbitrator named and appointed as lastly provided shall have the same power and authority as if named and appointed by the party so failing to appoint. If the two arbitrators chosen in any manner aforesaid, shall be unable to agree upon the third arbitrator, such third arbitrator may be appointed by any person sitting as Judge of the District Court of the United States for the District in which Cook County, Illinois, may be then located, and residing in said District, upon thirty (30)

days' notice in writing of application for such purpose. The arbitrators duly chosen in any manner aforesaid shall immediately proceed to hear and determine all matters in the written notice specified, and so submitted to them, after giving each party hereto not less than five days' notice of the time and place of meeting; and shall, at the time and place so appointed, summarily proceed to hear and decide the matters so specified, unless, in their judgment, the hearing shall be adjourned to a later day or days, of which adjournment like notice shall be given, unless such notice be waived in writing by both parties hereto, in which case the hearing may proceed at an earlier date. The determination of such arbitrators, or of a majority of them, as to any matters so submitted to them, shall be made in writing and shall be final and conclusive, and the parties hereto shall and will abide by such determination and perform the requirements and conditions thereof as if the same were made a part of this indenture. Until the arbitrators shall have made their award upon any matter submitted to them, the business to be transacted and the settlements and payments to be made under this indenture shall continue to be transacted and made in the manner practiced prior to the submission of such matter.

ARTICLE XVIII.

It is understood and agreed that this lease and agreement, and any contract that may be made between the Lessee and the Northwestern Elevated Railroad Company for the joint operation by them of said demised railroad and the main line of the Northwestern Elevated Railroad Company, shall be subject to the approval of the Public Utilities Commission of the

State of Illinois. The St. Paul Company does not warrant the title to said "demised railway" or "demised property," and the North Shore Company's right to use the same shall be such only as the St. Paul Company has authority by law to grant; and the St. Paul Company shall not be liable to the North Shore Company in any manner, or to any extent whatever, in case of want or failure at any time of the title to said "demised railway" or "demised property"; or in case of a lack of lawful authority to grant such right.

ARTICLE XIX.

The agreements of Walker D. Hines, Director General of Railroads, shall not extend beyond the period of federal control of railroads, and, unless sooner terminated, shall, as to him, terminate at the end of such federal control. During the period of federal control, all covenants and agreements herein contained to be kept and performed by the Lessor so far as they relate to the freight and switching service herein provided for, shall be kept and performed by the Director General and the Director General will collect and retain all freight charges and revenue derived from the freight business of the Lessor on said demised railroad and property, and will pay to the Lessee the actual cost of the freight and switching service performed by it, as hereinbefore provided. On termination of federal control, the Lessor shall succeed to all the rights and obligations of the Director General.

IN WITNESS WHEREOF, the railway companies, parties hereto, have caused this indenture to be executed by their proper officers thereunto duly authorized, and their respective corporate seals to be hereunto affixed; and the Director General

of Railroads has duly executed this indenture the day and year first above written, all in four original documents.

(SEAL) WALKER D. HINES,
Director General of Railroads.

By H. E. BYRAM,
*Federal Manager of Chicago, Milwaukee
& St. Paul Railroad.*

CHICAGO MILWAUKEE & ST. PAUL RAILWAY
COMPANY.

(CORPORATE SEAL) By R. M. CALKINS,
President.

Attest:

E. W. ADAMS,
Secretary.

CHICAGO NORTH SHORE AND MILWAUKEE
RAILROAD.

(CORPORATE SEAL) By R. FLOYD CLINCH,
Vice President.

Attest:

WILLIAM V. GRIFFIN,
Secretary.

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

On this 16th day of April, A. D. 1919, before me, a Notary Public, within and for the County of Cook and State of Illinois, personally appeared H. E. Byram, to me known to be the Federal Manager of the Chicago, Milwaukee and St. Paul Railroad and the identical person whose name is subscribed to the foregoing Indenture of Lease as such Federal Manager, and acknowledged the execution of said Indenture of Lease for the uses and purposes therein stated, as the voluntary act and deed of Walker D. Hines, Director General of Railroads.

Given under my hand and notarial seal this 16th day of April, A. D. 1919.

(NOTARIAL SEAL) W. D. MILLARD,
Notary Public in and for said County.

My commission expires May 10, 1920.

STATE OF ILLINOIS, {
COUNTY OF COOK } ss.

On this 30th day of April, A. D. 1919, before me, a Notary Public, within and for the County of Cook and State of Illinois, personally appeared R. M. Calkins, to me known to be the President of the Chicago, Milwaukee and St. Paul Railway Company, and the identical person whose name is subscribed to the foregoing Indenture of Lease as such President, and acknowledge the execution of said Indenture of Lease as the voluntary act and deed of the said Chicago, Milwaukee and St. Paul Railway Company by him as such officer voluntarily executed; and that the seal affixed to said Indenture is the corporate seal of said corporation.

Given under my hand and notarial seal this 30th day of April, A. D. 1919.

W. D. MILLARD,
Notary Public in and for said County.

(NOTARIAL SEAL)

My commission expires May 10, 1920.

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

On this 16th day of April, A. D. 1919, before me, a Notary Public, within and for the County of Cook and State of Illinois, personally appeared R. Floyd Clinch, to me known to be the Vice President of the Chicago North Shore and Milwaukee Railroad, and the identical person whose name is subscribed to the foregoing Indenture of Lease as such Vice President, and acknowledged the execution of said Indenture of Lease as the voluntary act and deed of the said Chicago North Shore and Milwaukee Railroad by him as such officer voluntarily executed; and that the seal affixed to said Indenture is the corporate seal of said corporation.

Given under my hand and notarial seal this 16th day of April, A. D. 1919.

(NOTARIAL SEAL) AMBROSE RYAN,
Notary Public in and for said County.

My commission expires June, 1919.

THE NORTHWESTERN ELEVATED RAILROAD COMPANY, in consideration of the benefits it will derive therefrom, hereby consents to the execution of the foregoing lease, and the foregoing assignment by the Lessor of its interest in the agreements of August 22, 1907, attached to said lease as Exhibits A and B, and agrees to be bound by the terms of the foregoing lease in so far as its interests may appear.

NORTHWESTERN ELEVATED RAILROAD
COMPANY.

By BRITTON I. BUDD,
President.

(CORPORATE SEAL)

Attest:

WILLIAM F. HOLTZ,
Assistant Secretary.

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

On this 16th day of April, A. D. 1919, before me, a Notary Public, within and for the County of Cook and State of Illinois, personally appeared Britton I. Budd, to me known to be the President of the Northwestern Elevated Railroad Company and to be the identical person whose name is subscribed to the foregoing Consent and Agreement as such President, and acknowledged the execution of said instrument as the voluntary act and deed of said Northwestern Elevated Railroad Company by him as such officer voluntarily executed; and that the seal affixed to said instrument is the corporate seal of said corporation.

Given under my hand and Notarial Seal this 16th day of April, A. D. 1919.

AMBROSE RYAN,
Notary Public in and for said County.

(NOTARIAL SEAL)

My commission expires June, 1919.

EXHIBIT "A."

THIS AGREEMENT, Made, and entered into this 22nd day of August, A. D. 1907, by and between the CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, a corporation organized under the laws of the State of Wisconsin, hereinafter styled the "St. Paul Company," and the NORTHWESTERN ELEVATED RAILROAD COMPANY, a corporation organized under the laws of the State of Illinois, hereinafter styled the "L Company;" WITNESSETH:

WHEREAS, the St. Paul Company owns a line of railway, known as its Evanston Division (formerly owned by the Chicago, Evanston & Lake Superior Railway Company), a portion of which extends from Graceland avenue, in the City of Chicago, Cook County, Illinois, northerly through the City of Evanston, to the northern terminus of said railway at the south line of Linden avenue in the Village of Wilmette, in said county; which portion of said Division is hereinafter styled the "Evanston Line"; and

WHEREAS, the L Company operates in said City of Chicago a system of elevated electric railway for the carriage of passengers; and for such carriage, as well as for the carriage of mails and baggage and of such express matter as is usually carried with express messengers upon passenger trains, desires to obtain the joint use of said Evanston line; and,

WHEREAS, the St. Paul Company is willing, for the consideration and upon the terms and conditions hereinafter contained or mentioned, to let the L Company into the joint use and operation of said Evanston line to the extent and in the manner hereinafter provided, but only for such carriage as aforesaid, and also for such service to the St. Paul Company as is hereinafter provided for; and

WHEREAS, the St. Paul Company and the L Company desire to improve and promote the passenger business of their respective lines, and to that end the St. Paul Company, so far as it may lawfully do so, is willing to subordinate its freight business on said Evanston Line to such passenger business; NOW, THEREFORE,

In consideration of their respective mutual and dependent covenants and agreements hereinafter contained, the said Companies do hereby respectively covenant and agree as follows:

ARTICLE I.

The St. Paul Company covenants and agrees that it will forthwith, at its own expense, do all things necessary to put the two main tracks, as well as the freight tracks, of said Evanston Line in good alignment, well tied and ballasted, and the same, and all appurtenances thereto, in first class operating condition; and will put in good condition all towers, gates at street intersections, street crossings, right of way fences, culverts, drains and ditches appertaining thereto. The St. Paul Company will, at the expense of the Joint Fund hereinafter mentioned, spread the two existing main tracks at the following points upon said Evanston Line; and will permit the L Company to construct and maintain (at like expense) at said points, platforms, not exceeding three hundred feet in length, and of the width hereinafter designated, viz.:

At the existing stations of Argyle, Edgewater, North Edgewater, Birchwood, South Evanston, Dempster street and Noyes street; platforms twelve feet in width.

At the existing station of Davis street; a platform eighteen feet in width.

At a point within five hundred and seventy-five feet south of the south line of Oakten avenue; a platform ten feet in width.

ARTICLE II.

The St. Paul Company further covenants and agrees that, for the purposes of such carriage as aforesaid, but none other, it will, so far as it may lawfully do so, let the L Company into the use and operation, exclusive, except as hereinafter otherwise provided, of the two existing main tracks of said Evanston Line between the present northern terminus thereof and the foot of an incline structure to be constructed as hereinafter provided for at a point between Ainslie street and Argyle street, and of all that part of said incline structure which will be on the right of way of the St. Paul Company. The St. Paul Company will also let the L Company into the use of such other main, side and spur tracks as the St. Paul Company may from time to time designate for the handling of the freight business upon said Evanston Line, as provided for in Article V hereof. The St. Paul Company will let the L Company into the use and operation of such further portion of said Evanston Line between said incline structure and said Graceland avenue, as shall be necessary or convenient for the taking, handling or delivery of freight cars or freight trains of the St. Paul Company, as in Article V hereof provided. Each such use being subject, however, to every unexpired lease of any property aforesaid, and to any and all conditions contained in any deed or agreement conveying or affecting any of the real property aforesaid; and the St. Paul Company agrees that it will at all times allow to the L Company upon the present property of the St. Paul Company between Church street in Evanston and the northern terminus of the Evanston Line, such room for the storage, cleaning and repair of the cars of the L Company used upon said Evanston Line as the St. Paul Company can spare.

Notwithstanding anything herein contained the St. Paul Company hereby expressly reserves the right to lay, maintain

and operate upon its said right of way and station grounds, such other track or tracks as it may at any time desire, and which will in no manner interfere with the safe and convenient use and operation of said two existing main tracks by the L Company; and the St. Paul Company hereby further reserves the right, at its own expense, to move the said two existing main tracks, and any buildings erected by the L Company to or towards the extreme east line of its said right of way, and to use the remainder of the width of said right of way for any purpose or business it may see fit. Provided, however, and the St. Paul Company hereby agrees that it will not, during the term hereof, use its said right of way (or any property adjacent thereto which may be hereafter acquired by it) for any purpose or business competitive with the business of the L Company contemplated by this agreement.

The St. Paul Company covenants and agrees that this agreement shall be construed as a grant unto the L Company for all the purposes hereof, for the several considerations, and upon each condition, and subject to each reservation in this agreement contained, of all such uses and rights of operation as aforesaid, so long after the date hereof as the L Company, its successors or assigns, shall be permitted, under existing ordinances of the City of Chicago, or by any other existing legal authority, to maintain and operate the elevated railroad now operated by it between the terminals of the L Company in the South Division of the City of Chicago, including its present elevated loop on the south, and Wilson avenue on the north, and the L Company shall in all things well and truly keep and perform all its covenants, and fulfill each condition in this agreement contained, but not later than the 8th day of January, A. D. 1944. It is, however, understood that the St. Paul Company will operate its Evanston Line as heretofore until it is ready to be operated electrically by the L Company to the northern terminus of said Evanston Line, in accordance with the provisions

hereof; and when said Evanston Line is ready to be operated electrically by the L Company to said terminus, said L Company shall give to the St. Paul Company fifteen days' notice thereof, at the end of which fifteen days the St. Paul Company shall, except as herein reserved, have or claim no use of said Evanston Line inconsistent with its agreements or grants herein contained.

ARTICLE III.

The St. Paul Company covenants and agrees that whenever and wherever the handling of the freight business of the St. Paul Company upon the two existing main tracks which are to be used by the L Company for passenger business, shall interfere with such use, it will, if the width of its right of way will there permit, and it is lawful so to do, construct, lay and maintain, at its own expense, upon the present grade of said Evanston Line, and also upon any hereafter elevated part thereof where no retaining wall shall be necessary, a third track and any other main tracks it may deem necessary; which additional tracks may include any part of any existing track other than the two existing main tracks aforesaid; Provided, that wherever, in the judgment of the St. Paul Company, the width of the right of way will not permit such additional track or tracks, the St. Paul Company may, at its own expense, connect such additional tracks with the two existing main tracks operated by the L Company.

The St. Paul Company further agrees that whenever and wherever the tracks of said Evanston Line, or any part thereof, are to be elevated, it will perform the work of such elevation at cost, and in conformity with any ordinance or ordinances of the City of Chicago, or of the City of Evanston pertaining thereto.

ARTICLE IV.

It is a condition of this agreement and of such grant as aforesaid that the L Company shall, and it hereby agrees that it will, without unnecessary delay, cause to be done all and everything necessary for the equipment and the skilled and efficient electrical operation of said Evanston Line by the L Company, and will furnish all necessary cars and motors to be used thereon as hereinafter provided.

The L Company may also erect, upon and along the portions of said Evanston Line whereof it is to have the use, such new station buildings, temporary or permanent, as the parties hereto shall from time to time agree, and shall seasonably construct a suitable incline structure (hereafter denominated "Incline Connection") northward from the north end of its present elevated structure just north of Wilson avenue, so that by means thereof a proper connection of the tracks to be laid thereon can be made with the tracks of the St. Paul Company between Ainslie and Argyle streets; which incline structure and all things thereon, except electrical equipment, shall be deemed personal property, and as such be the common property of the parties hereto, share and share alike.

ARTICLE V.

It is a condition of this agreement and of such grant as aforesaid, that the L Company shall, and it hereby agrees that it will, without unnecessary delay, connect by means of the Incline Connection the two existing main tracks of said Evanston Line with its existing elevated railroad, and operate all thereof within 30 months after the execution and delivery hereof, and thereafter during all the term hereby granted continue to operate the whole thereof as herein provided; and shall and will, throughout the continuance of this agreement

and of such grant, renew and maintain in good repair, the said Incline Connection, the two existing main tracks of the St. Paul Company, and all buildings used by the L Company; and shall and will establish and maintain such suitable and ample train service as will satisfactorily handle the passenger traffic of said Evanston Line to, from and upon the terminals of the L Company in the South Division of the City of Chicago, including its present Elevated Loop, in said Chicago, and shall and will accord passengers to and from said Evanston Line the same facilities and accommodations as furnished passengers to and from the main line of the L Company; and shall and will at all times in all respects conform to all valid requirements of the laws of the State of Illinois, and of all ordinances and other regulations of municipal corporations, so far as applicable to the obligations of the L Company hereunder, and thereby at all times well and truly render to the public upon said Evanston Line north of its Wilson avenue station not only all and all manner of such service as is now or may be hereafter of it lawfully required by its own Charter or Articles, or by any such law, ordinance or regulation, but also all such service in carrying passengers as the St. Paul Company would be, at the same time or times, lawfully bound to render if itself there carrying passengers over said part of said Evanston Line.

The L Company also covenants and agrees that it will at all times move upon and over said Evanston Line freight cars and freight trains of the St. Paul Company, not exceeding six cars in any one train, as the latter company shall from time to time require; that it will do all necessary switching and will place said cars for loading and unloading, and that it will perform all and every service required in connection with the handling of such freight cars and freight trains, as promptly as the St. Paul Company itself could be lawfully required to perform the same service; and the L Company will for such purpose receive and deliver all such cars and

trains at such place on said Evanston Line, south of Incline Connection, as the St. Paul Company shall from time to time select. The St. Paul Company agrees to pay the L Company, upon presentation of proper bills therefor, the actual cost of such service; and the L Company covenants and agrees that if it shall fail so to move and handle any such freight car or train, the St. Paul Company may, with its own power and employees, immediately enter upon such additional main tracks, side and spur tracks, and upon such portions of said two existing main tracks as shall have been then theretofore used for freight purposes, and may thenceforth itself thereon handle and move its freight cars and trains as it shall deem proper; provided, however, that if the cause of such failure upon the part of the L Company is not attributable to want of foresight, provision of proper facilities or lack of energy, then when such cause is removed, the right and obligation of the L Company to handle and move such freight cars and trains as expressed in this agreement shall be restored, it being understood that this proviso shall govern the parties hereto from time to time whenever the circumstances make it applicable; subject to the conditions of this agreement.

It is understood and agreed that the St. Paul Company shall, by its sole agents, bill all freight; collect all charges thereon, and perform all other service relating to the receipt and delivery of such freight, except the handling of freight cars and freight trains. It is further understood and agreed that, at any time after the completion of one of said additional main tracks, the St. Paul Company may, at its option, itself alone, perform all the service of moving, switching, placing and handling all freight cars and freight trains upon said Evanston Line, and do all things in connection with the freight business upon said Line, to the same extent as if this agreement had never been made; and thereupon all rights, privileges and obligations of the L Company relating to said

freight business, and to the maintenance and repair of said side, spur and additional main tracks as herein set forth, shall cease and determine.

ARTICLE VI.

The L Company agrees alone to bear and pay all the cost of the preparation and outfitting provided for in the first paragraph of Article IV hereof, and of any improvements and further equipments which may at any time be required by the last paragraph thereof (excepting temporary stations), to the aggregate amount of Eight Hundred Thousand Dollars (\$800,000); and it is mutually agreed that for any excess of the cost over said \$800,000 of such preparation and outfitting, improvements and further equipments, the L Company will further expend its own sole funds, and that upon one-half of the amount of such excess (unless the entire excess shall by mutual agreement be repaid out of the Joint Fund hereinafter provided for, or unless the St. Paul Company shall elect to pay one-half of the amount of such excess) the St. Paul Company shall and will until the termination of this agreement, pay to the L Company, interest thereon at the rate of four per centum (4%) per annum; provided, however, that the St. Paul Company shall, and hereby agrees that it will, pay to the L Company the cost of the electrical equipment of tracks used exclusively for freight business.

It is further mutually agreed that of the cost of the Incline Connection northward from Wilson avenue, each party hereto shall and will, as occasion shall from time to time require, seasonably advance and pay one-half; and that for the cost of all permanent new stations, and the cost, direct or incidental, of all track elevation, the St. Paul Company shall and will from time to time, as each particular occasion shall require, provide all necessary funds; and that upon one-half of each amount so provided by the St. Paul Company, un-

less paid by the L Company, the L Company shall and will, until the termination of this agreement, pay to the St. Paul Company interest thereon at the rate of four per centum (4%) per annum.

All interest in this Article mentioned shall be payable on the first day of June of each year.

It is mutually agreed that all the cost of erecting temporary new station buildings, platforms, and the cost of spreading the two existing main tracks as herein provided for, shall be deemed expense of operation.

It shall be the duty of the L Company to properly maintain, renew and repair the cars necessary for the operation of said Evanston Line and the cost thereof shall be divided upon a mileage basis and such proportion of the same paid out of the "Joint Fund" hereinafter designated, as the number of car miles run by said cars upon said Evanston Line bears to the total number of car miles run by said cars.

ARTICLE VII.

It is mutually agreed that for convenience of accounting for fares collected from passengers carried to, from or upon said Evanston Line, the right of way occupied by the railroad of the L Company and the said Evanston Line shall be divided and denominated as follows:

The downtown elevated loop of the L Company and its railroad, thence to and including the Wilson avenue station of the L Company, shall constitute "Section A";

The portion of said right of way north from said Wilson avenue station to the present northern City Limits of the City of Chicago shall constitute "Section B";

The right of way north from said present Chicago city limits to the present northern boundary line of the City of Evanston shall constitute "Section C";

And the residue of said right of way north from said northern boundary line of the City of Evanston shall constitute "Section D."

Of all fares derived from the carriage of passengers between any point in "Section A" and any point in "Section B," one-half shall be retained by the L Company, and the other one-half shall be placed in a fund hereby designated "Joint Fund." Provided, that of all fares derived from the carriage of passengers originating or terminating in "Section C" or in "Section D" passing over any part of "Section A," said L Company shall receive an amount equal to the then rate of fare fixed by law or otherwise for the carriage of passengers by the L Company within the limits of the City of Chicago, for every such passenger so carried, and the remainder shall go into said Joint Fund. Every other passenger fare for carriage anywhere upon said Evanston Line, as well as all earnings or income derived by the L Company from any other source upon said Evanston Line north of said Wilson avenue station shall go into said Joint Fund; but nothing herein contained shall be construed to include the freight charges collected by the St. Paul Company as in Article V hereof provided.

It is further mutually agreed that from such Joint Fund the L Company shall duly pay all expenses of its operation of said Evanston Line and Incline Connection, and also all expenses of maintaining, renewing and repairing the same, except such track or tracks as shall be used only for freight business of the St. Paul Company, and except such building or buildings as shall not be used by the L Company (but no extraordinary repairs or renewals shall be made without the consent of the St. Paul Company); and that the net residue of such Joint Fund remaining at the end of each calendar month shall, on or before the twentieth day of the next ensuing month, be divided between the parties hereto, share

and share alike; and the L Company shall and will then pay to the St. Paul Company one-half thereof. Should such Joint Fund be, in any calendar month, insufficient for the payments in this paragraph provided for, each party hereto shall and will contribute to said Joint Fund one-half ($\frac{1}{2}$) of the deficiency, repayable out of said Joint Fund as soon as the condition of the said Fund will permit.

It is mutually agreed that the expenses of maintenance, renewal, repair and operation payable out of said "Joint Fund" in or for any month, shall include no greater proportion of the *general* expenses of the L Company than the proportion which all passenger earnings of said Evanston Line, in and for the same month, shall bear to the combined passenger earnings of all lines owned, controlled or operated by the L Company during the same month. It being agreed that such general expense shall include the salaries of general officers, assistants and clerks of the L Company only when engaged in the supervision, accounting or operation of said Evanston Line; and that interest payments and taxes of the L Company on lines owned, controlled or operated by it shall not be deemed part of its *general expenses*.

The St. Paul Company shall and hereby agrees that it will, on or before the 15th day of each calendar month, on presentation of proper bill therefor, pay to the L Company for the benefit of the Joint Fund, any cost and expense paid by the L Company from such Fund for maintaining, renewing or repairing such track or tracks as shall be used only for the freight business of the St. Paul Company; but all such expenditures shall be subject to the direction and approval of the St. Paul Company. And the St. Paul Company further agrees that it will likewise pay to the L Company, for the benefit of the Joint Fund, such proportion of the cost and expense paid by the L Company for maintaining, renewing or repairing the tracks used jointly for freight and passenger

business, as the number of freight cars passing over such tracks bears to the total number of cars passing over the same, and for the purpose of computing such proportion one loaded freight car shall be counted as two units and one empty freight car as one unit.

The L Company shall and will at all times keep or cause to be kept such books of accounts as may be necessary in order to render proper accountings hereunder.

All gross receipts of the L Company in each month derived from rentals for the whole or any part of any building or buildings, platform or platforms, now existing, or hereafter constructed by the L Company and in any manner leased anywhere upon or along said Line, and all its other gross receipts not herein referred to derived from the operation of said Evanston Line as herein provided shall be carried into an "Advertising and Rental Account," and, after payment of all the expenses and cost of securing and realizing upon each such business, the net residue of all thereof shall, on or before the fifteenth day of the next ensuing month, become a part of said Joint Fund. The L Company shall have the exclusive right to make all contracts for advertisements, and other station privileges, and such advertisements and privileges shall be placed upon the same basis of compensation as that received by the L Company for similar advertising and privileges on its line between Wilson avenue and Lake street. Of any such "other gross receipts" as shall be derived from the carriage of any express matter or mails, or from advertisements in cars, only such proportion shall go into such advertising and rental account as the mileage of its or their carriage upon said Evanston Line shall bear to the entire mileage of its or their carriage by the L Company.

Every payment to the St. Paul Company hereinbefore provided for shall be made in lawful money of the United States to the Treasurer of the St. Paul Company, at his office in the

City of Chicago, and shall be accompanied by such detailed statements of receipts and disbursements during such preceding month, certified by the Secretary or Treasurer of the L Company, as may be necessary or desirable for proper accounting to the St. Paul Company under this agreement.

The books and accounts of the L Company, so far as they shall relate to any such income or expenditure as aforesaid, shall be open during usual business hours for the inspection of the President of the St. Paul Company, or of any person by him thereto authorized in writing.

ARTICLE VIII.

It is a further condition of this agreement, and of such grant as aforesaid, that the L Company and the St. Paul Company shall, and they hereby agree that they will at all times after the execution and during the continuance of this agreement, use their utmost endeavors to foster and increase the business of carrying passengers upon said Evanston Line, and shall not and will not build, acquire or lease any competing line or enter into any traffic arrangement with any other line, person or persons, copartnership, association or corporation, east of the right of way of the Milwaukee Division of the Chicago and North-Western Railway Company as now located, which may divert passenger business from the said Evanston Line.

The L Company hereby further agrees that if at any time during the term hereof the St. Paul Company shall be required by competent legal authority so to do, it may enter upon said two existing main tracks and carry passengers in accordance with the requirements of such authority upon any part of its said Division between the Wilson Avenue station of the L Company as now located and the present northern terminus of said Evanston Line; and the revenue derived therefrom shall, after deducting the cost of such carriage, be added to and become part of said Joint Fund.

ARTICLE IX.

It is a further condition of this agreement and of such grant as aforesaid, that the L Company shall, and it hereby agrees that it will at all times after it shall begin the operation of said Evanston Line, seasonably fulfill and satisfy every condition of every deed or agreement conveying to the Chicago & Evanston Railroad Company, or to the Chicago & Lake Superior Railway Company, or to the Chicago, Evanston & Lake Superior Railway Company or to the St. Paul Company, any portion of or easement in or for the right of way or station grounds of said Evanston Line, north of Incline Connection in so far as the same relate to the rights obtained by the L Company hereunder, and thereby save the St. Paul Company harmless from or on account of any breach thereof.

The L Company shall and will at all times seasonably pay out of said Joint Fund, and so satisfy and discharge, all and all manner of risk and liability incident to, or which shall in any manner grow out of, the operation of said Evanston Line, and indemnify and save harmless the St. Paul Company of, from and against all liability, damage, claim and demand which shall in any manner arise out of such operation by the L Company, as fully in all respects as if the said L Company were sole owner, and in the exclusive control, possession and use of the said Evanston Line and every part thereof. The St. Paul Company shall, and it hereby agrees that it will, assume the risk of all loss, damage and expense resulting solely by reason of the operation of said Evanston Line for freight traffic; except, however, such loss, damage or expense thus resulting caused by collisions between freight and passenger trains operated on said Line. If any action to enforce any such liability, damages, claim or demand not above excepted, which shall arise out of operation by the L Company, shall be brought against the St. Paul Company alone, or

against both parties hereto, the L Company shall and will, upon notice thereof in writing subscribed by any general officer of the St. Paul Company, promptly assume and conduct the defense of such action, to the final conclusion thereof, and by seasonable payment and satisfaction out of said Joint Fund, including among other things all expenses and attorney's fees in defending the same, wholly relieve the St. Paul Company from all pecuniary consequence thereof.

A list of said deeds, leases and agreements referred to herein, identified by the signatures of the respective Presidents of the parties hereto, is hereto annexed.

ARTICLE X.

It being the express purpose of the parties hereto that neither of them shall by reason of this agreement or the preparation and outfitting of said line or any improvements or further equipments, as hereinbefore provided, acquire or claim any share or ownership in any property entering into said Evanston Line, or used in the electric operation thereof, which is now the sole property of the other party, or which shall be hereafter contributed thereto at the sole expense of such other party, it is hereby mutually agreed that upon any termination of this agreement the L Company shall be entitled to remove from said Evanston Line, and shall and will promptly remove therefrom, without unnecessary injury to any property of the St. Paul Company, all and all kinds of property by it theretofore thereto furnished at its own sole cost, whether so furnished under and by virtue of the first paragraph of Article IV hereof, or otherwise, and all renewals thereof then and there being; and that the L Company shall and will thereupon restore to the St. Paul Company the exclusive possession of all said Evanston Line and of all and all kinds of improvements, structures and property then thereon, whether now part and parcel of said Line or

hereafter added thereto either at the sole expense of the St. Paul Company or by means of its funds provided pursuant to Article VI hereof. Provided, however, that the Incline Connection hereinbefore provided for may be removed by the L Company from the property of the St. Paul Company, but if so removed, the L Company shall repay to the St. Paul Company the one-half advanced, or to be advanced by the St. Paul Company as aforesaid.

The term incline or incline structure, or incline connection, wherever used herein, shall be construed to mean the foundations, and everything resting thereon except electrical equipment.

ARTICLE XI.

It is mutually understood and agreed by and between the parties hereto that if any question shall at any time arise concerning the construction of any part of this agreement, or of any right or duty of either party hereunder, upon which question the parties hereto cannot agree, such question shall be submitted to the abitrament of three disinterested persons, experienced in railway business, to be chosen, one by each party hereto, and the third by the two so chosen; that the party desiring such arbitration shall select its arbitrator, giving written notice thereof to the other party, in such notice stating precisely the matter or matters which it proposes to bring before the arbitrators; and only matters so stated shall be by them considered or decided; that if the party so notified shall for ten days thereafter fail to notify the other party the name of an arbitrator by it chosen, the arbitrator named by the party so requiring arbitration may and shall name and appoint an arbitrator on behalf of the party so in default, and the arbitrator named and appointed as lastly provided shall have the same power and authority as if named and appointed by the party so failing to appoint. If the two

arbitrators chosen in any manner aforesaid, shall be unable to agree upon the third arbitrator, such third arbitrator may be appointed by any person sitting as Judge of the Circuit Court of the United States for the District in which Cook County, Illinois, may be then located, and residing in said district, upon ten (10) days' notice in writing of application for such purpose. The arbitrators duly chosen in any manner aforesaid shall immediately proceed to hear and determine all matters in the written notice specified, and so submitted to them, after giving to each party hereto not less than five days' notice of the time and place of meeting; and shall, at the time and place so appointed summarily proceed to hear and decide the matters so specified, unless in their judgment the hearing should be adjourned to a later day or days, of which adjournment like notice shall be given, unless such notice be waived in writing by both parties hereto, in which case the hearing may proceed at an earlier date. The determination of such arbitrators, or of a majority of them, as to any matters so submitted to them, shall be made in writing and shall be final and conclusive, and the parties hereto shall and will abide by such determination and perform the requirements and conditions thereof as if the same were made a part of this Indenture.

ARTICLE XII.

The St. Paul Company further agrees that, except as hereinbefore otherwise provided, the L Company shall, at all times during said term, have the full and exclusive right to manage, use and control said two existing main tracks north of said Incline Connection and the incline structure itself. The rate of tolls and charges for transportation thereon, except for freight, as well as the amount to be charged for all other matters hereunder for which the L Company is authorized

to use the premises, except for advertisements and other station privileges, shall be regulated and determined as shall from time to time be mutually agreed upon by the parties hereto; and the L Company shall have, use, exercise and enjoy all the rights, powers, authority, and all easements and privileges now possessed by the St. Paul Company necessary for the proper performance of this agreement by the L Company as herein provided.

ARTICLE XIII.

In the event of the failure in law of any provision hereinbefore contained, such steps shall be taken and such further agreement or agreements shall be made, as shall be advised by counsel to effectuate the purposes hereinbefore expressed.

If for any reason any provision hereinbefore contained be held illegal or beyond the power of either party to contract, such adjudication shall not affect the validity, obligation or performance of any other provision hereof in itself valid, unless such adjudication should destroy, or materially impair, the right of either company to conduct the passenger or freight business contemplated by this agreement.

The L Company will not, without the written consent of the St. Paul Company, sell or in any manner assign or transfer this contract, or any right or privilege under and by it granted, or permit any person or persons, company or corporation to share in any such right or privilege. This agreement, however, shall attach to and run with the railways of the respective parties during the term hereby granted, and be binding upon and inure to the benefit of any railway company hereafter owning or operating either of such railways.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate

names, by their duly authorized officers, and their respective corporate seals to be hereto affixed, the day and year first above written.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY,

By A. J. EARLING,

President.

Attest:

T. C. SHERMAN,

[CORPORATE SEAL] *Asst. Secretary.*

NORTHWESTERN ELEVATED RAILROAD COMPANY,

By M. B. STARRING,

President.

Attest:

W. V. GRIFFIN,

[CORPORATE SEAL] *Secretary.*

LIST OF DEEDS REFERRED TO IN THE FOREGOING AGREEMENT
IDENTIFIED AS SPECIFIED IN ARTICLE IX.

<i>Peleg Hall et al.</i> to <i>Chicago & Evanston R. R. Co.</i>	}	W. D. Dated Sept. 29, 1881. Rec. Sept. 12, 1882, 1270/39. Consideration \$1.00	Deed No. 2461.
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Conveys:

A strip of land 60 feet in width running north and south through 1348 $\frac{3}{4}$ feet of east Fract. $\frac{1}{2}$ of Sec. 5-40-14.

Conditions:

To be used for the construction and operation of a railway, and for no other purpose whatever.

"Provided, however, that if the said party of the second part shall fail or neglect to construct, equip and regularly operate by steam a railway running thereon trains of passenger cars from and to the city of Chicago upon and over the right of way hereby granted within one year from the date hereof this deed shall be null and void and all rights under it shall cease."

Conditions as to time limit waived by instruments dated respectively August 31, 1882, and January 26, 1883.

<i>Wm. S. Slater et al.</i> to <i>Chicago & Evanston R. R. Co.</i>	}	W. D. Dated August 15, 1881. Rec., Sep. 12, 1882, 1270/31. Consideration \$1.00	Deed No. 2469.
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Conveys:

A strip of land 60 feet in width running north and south through tract of land being the south 1348 $\frac{3}{4}$ feet of that part of the east fract. $\frac{1}{2}$ of Sec. 5-40-14, lying north of line parallel to & 2609 feet north of south line of said east fract. $\frac{1}{2}$ of said Sec. Also, 60 feet wide across Lots 3, 6, 7 and 10, Brown's Sub. of W $\frac{1}{2}$ NE $\frac{1}{4}$ 8-40-14.

Conditions:

"And provided also that said party of the second part shall locate and maintain a station at the street or road running E. and West immediately north of said first described tract of land provided the parties of the first part or the owners of the tract immediately north of said road shall donate and convey to said 2nd party a parcel of land adjoining said street and having a frontage of fifty feet upon said right of way, and a depth of fifty feet upon which to locate such station, said party of the second part having right to elect upon which side of said street and upon which side of the said right of way such station shall be located, but if the owners of the said tract north of said street shall refuse to donate or convey to said second party said amount of land for the purpose of such station then said station shall be located immediately south of said street, upon land to be donated and conveyed by said parties as aforesaid. Upon failure to so locate and construct said station within one year from the date hereof this deed shall be null and void."

Deed No. 2471.

*John A. Adams and wife
to
Chicago & Evanston R. R. Co.*

W. D. Dated Feb. 5, 1883.
 Rec. March 22, 1883, 1338/103.
 Consideration \$1.00

Conveys :

A strip of land 60 feet in width running north and south through the 277.1 feet of land north of and adjoining the south 2331.9 feet of the east Fr. $\frac{1}{2}$ of Sec. 5-40-14.

Conditions :

* * * "And provided further that if said party of the second part or its successors shall cease to operate a railway across said strip of land all rights that may be acquired under this deed shall revert to said party of the first part."

Deed No. 2477.

Wm. C. Reynolds
to
Chicago & Evanston R. R. Co.

W. D. Dated Jan. 29, 1883.
 Rec., Feb. 1, 1883, 1320/7.
 Consideration \$1.00

Conveys :

A strip of land 60 feet in width, running north and south through the south 689 feet of the east Fr. $\frac{1}{2}$ of 5-40-14.

Conditions :

"And said Railroad Company covenants and agrees in consideration of this conveyance and by the acceptance thereof, to locate, establish and maintain a passenger station house at the junct. of its railway and the street running along the south line of said Sec. 5; provided the site shall be donated to said Company, and that said Company shall not be required to bear the expense of building the said station house.

"Said Company further agrees that it will construct and maintain a proper crossing at each street crossing upon said tract, owned by said Reynolds, that may at any time be established across said right of way; such crossings to be kept open as required by law, and that said Company will not oppose the opening of any new streets in said tract across said right of way where the opening thereof is desired by said Reynolds, his heirs or assigns."

Deed No. 2483.

Is. D. Goodwin & Conrad Bristle
to
Chicago & Evanston Railroad Co.

W. D. Dated Nov. 8, 1884.
 Rec., Mar. 9, 1885, 1576/452.
 Consideration \$1.00

Conveys :

A strip of land 60 feet in width, running north and south through Block 2, Brown's Sub. in W $\frac{1}{2}$ NE $\frac{1}{4}$ 8-40-14. Also a lot of land adjoining said right of way strip on the northeast corner thereof being 50 feet front on the north side and running 133 feet in depth from the north line of said section, to be used for a station house, and necessary approaches thereto.

* * * "For railway and station house and for no other purpose whatever."

Condition :

"And the acceptance of this deed shall be a covenant on the part of the grantee to contribute and pay the sum of three hundred dollars (\$300) toward the cost of a station house, to be located and erected according to an agreement made by and between the contiguous property owners upon said land."

<i>Lawrence Proudfoot and wife</i> to <i>Chicago & Evanston R. R. Co.</i>	}	W. D. Dated Oct. 1, 1881. Rec., Sep. 12, 1882, 1270-30. Consideration \$1.00	Deed No. 2494.
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Conveys:

Right of way 60 feet in width across the Und. $\frac{1}{3}$ interest in Lot 1, Fussey & Finnemore's Sub'n of SE $\frac{1}{4}$ of 8-40-14.

Condition:

"The acceptance of this conveyance shall be deemed a covenant on the part of the grantee that it and they and its successors, assigns and lessees, shall comply with the laws and valid ordinances, of the Town of Lake View which relate to or apply to the Chicago & Evanston Railroad Company, as well those now in force as those that may be hereafter enacted."

<i>John M. Galt and wife</i> to <i>Chicago & Evanston R. R. Co.</i>	}	W. D. Dated Aug. 15, 1882. Rec., Sep. 12, 1882, 1270-29. Consideration \$1.00	Deed No. 2495.
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Conveys:

Right of way 60 feet in width across the Und. $\frac{1}{6}$ interest of Lot 1, Fussey & Finnemore's Sub. of SE $\frac{1}{4}$ of 8-40-14.

Conditions:

* * * "And if at any time the said party of the sec. part or its assigns cease to operate a railroad over the said premises all rights under this conveyance shall cease and be at an end.

"The acceptance of this conveyance shall be deemed a covenant on the part of the grantee and its successors, assigns and lessees, that it and they shall comply with the laws and valid ordinances of the Town of Lake View which relate to or apply to the Chicago & Evanston Railroad Company, as well those now in force as those that may be hereafter enacted."

<i>Azariah T. Galt and wife</i> to <i>Chicago & Evanston R. R. Co.</i>	}	W. D. Dated Aug. 15, 1882. Rec., Sep. 12, 1882, 1270-27. Consideration \$1.00	Deed No. 2496.
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Conveys:

Right of way 60 feet in width across the undivided one-sixth interest of Lot 1, Fussey & Finnemore's Sub. of the SE $\frac{1}{4}$ of Sec. 8-40-14.

Conditions:

* * * "And if at any time the said party of the second part or assigns shall cease to operate a railroad over the said premises then all rights under this conveyance shall cease and be at end.

"The acceptance of this conveyance shall be deemed a covenant on the part of the grantee and its successors, assigns and lessees that it and they shall comply with the laws and valid ordinances of the Town of Lake View which relate to or apply to the Chicago & Evanston Railroad Company, as well those now in force as those which may be hereafter enacted."

Deed No. 2498.	<i>Lawrence Proudft and wife</i>	}	W. D. Dated Sep. 21, 1882.
	<i>to</i>		Recorded March 22, 1883, 1338-104.
	<i>Chicago & Evanston R. R. Co.</i>		Consideration \$1.00

Conveys :

Right of way 60 feet in width across the Und. $\frac{1}{6}$ interest of Lot 1, Fussey & Finnemore's Sub. of the SE $\frac{1}{4}$ of 8-40-14.

Conditions :

* * * "And if at any time the said party of the second part or its assigns cease to operate a railroad over the said premises, then all the rights under this conveyance shall cease and be at end.

"The acceptance of this conveyance shall be deemed a covenant on the part of the grantee and its successors, assigns, and lessees that it and they shall comply with the laws and valid ordinances of the Town of Lake View which relate to or apply to the Chicago and Evanston Railroad Company, as well those now in force as those that may be hereafter enacted."

Deed No. 2591.	W. C. Goudy and Geo. Chandler to Chicago & Evanston R. R. Co.	} W. D. Dated July 24, 1882. Rec., Sept. 12, 1882, 1270-26. Consideration \$1.00

Conveys:

A strip 60 feet in width running north and south through Lot 2 of Fussey & Finnemore's Sub. of SE. Frac. $\frac{1}{4}$ of Sec. 8 and Lot 1 of Conarroe & Colehour's Sub. of Lot 3, Fussey & Finnemore's Subdivision.

Condition :

"And provided also that the said party of the second part shall locate, construct and maintain a station house at such place on said above described lots of land or upon the lot next south thereof, as said parties of the first part shall designate upon land to be donated or procured for that purpose by said parties of the first part, to be of the cost or value of at least six hundred dollars."

Deed No. 2509	<i>W. C. Goudy & Geo. Chandler</i>	}	Q. C. D. Dated May 15, 1884.
	<i>Chicago & Evanston R. R. Co.</i>		Rec., May 20, 1884, 1490/90.
			Consideration \$300

Conveys :

Lot 14, Block 8, Argyle, in Lake View. For construction and maintenance of passenger depot or station house.

Deed No. 2905.	<i>Northwestern University</i> <i>to</i> <i>Chicago & Evanston R. R. Co.</i>	W. D. Dated Feb. 4, 1889. Rec., Mar. 20, 1889, 2527/94. Con. 1.00 Etc.
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Conveys :

Right of way 100 feet wide being 30 feet on west and 70 feet on east of center of Ry. across part of Lot 9, Assessor's Sub. of SW $\frac{1}{4}$ 7-41-14, also right of way 60 feet wide across Blocks 15 and 18, University Sub. of part of Geo. Smith's Sub. of part of South Sec. of Oulmette Reservation.

Condition :

"The aforesaid grant, conveyance and covenants are made upon the express condition however that neither the party of the second part, nor its successors, lessees, or assigns shall allow, suffer or permit any intoxicating drink or drinks

to be manufactured, sold, or given away upon said premises, nor any gambling to be carried on, nor any house or other place of lewd or immoral practices thereupon; and also, that said land shall only be used for railway right of way and depot purposes by said second party, its successors, lessees and assigns; and also, that the passenger station now established upon said land, at or near Noyes Street, shall be forever maintained as a regular passenger station, in charge of a regular station agent, and at which all local suburban passenger trains shall stop for the accommodation of passengers, and any violation of the above conditions or either of them, shall absolutely divest said party of the second part, its successors, lessees and assigns of the estate hereby granted, and the same shall, ipso facto, revert to and revest in the party of the first part and its assigns, as fully and completely as if the aforesaid grant and covenants had never been made, and all covenants of said party of the first part shall thereupon cease and determine; and the consideration paid hereon shall be absolutely forfeited to said party of the first part."

<i>Northwestern University</i> to <i>Chi., Evanston & L. Sup. Ry. Co.</i>	}	W. D. Dated Dec. 19, 1887. Rec., Jan. 24, 1888, 2075/613. Consideration \$23,000
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Deed No. 2946.

Description:

The east 100 feet of Lots 1, 2, 3, 4, 5 and 6 in Block 18, and the east 100 feet of Lots 1, 2, 3, 4, 5, in Block 7, and the east 60 feet of Lot 7 in Block 6, all in the Village of Evanston.

Condition:

"The aforesaid grant, conveyance and covenants are made upon the express condition however that neither the party of the second part nor its assigns shall allow, suffer or permit any intoxicating drink or drinks to be manufactured, sold or given away, upon said premises, nor any gambling to be carried on nor any house or other place of lewd or immoral practices thereupon; and any violation of the above conditions, or either of them, shall absolutely divest said party of the second part and assigns of the estate hereby granted, and the same shall, ipso facto, revert and revest in the party of the first part and its assigns, as fully and completely as if aforesaid grant and covenants had never been made, and all the covenants of said party of the first part shall thereupon cease and determine; and the consideration paid hereon shall be absolutely forfeited to the said party of the first part. It is also agreed by and between the parties aforesaid for themselves their successors and assigns that if at any time after the construction of grantee's railroad the premises herein described shall cease to be used for railroad purposes then and in that case the title to the same shall revert to, and vest in the party of the first part."

<i>Olive T. Fletcher</i> to <i>Chi., Evanston & L. Sup. Ry. Co.</i>	}	W. D. Dated Apr. 20, 1886. Rec., Apr. 24, 1886, 1787-263. Consideration \$3,000
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Deed No. 2970.

Conveys:

A portion of the north 113 feet of the south 226 feet of Block 39, Evanston. (Dempster Street Station.)

Conditions:

"A strip of land at least 8 feet in width off the easterly side of the strip of land hereby conveyed shall be dedicated for and kept open to the public for the purposes of a public alley."

* * * "Save any damage arising from careless construction and operation."

Deed No. 2974.	Wm. P. Kimball & wife	}	W. D. Dated Feb. 27, 1886.
	to		Rec., Apr. 8, 1886, 1780, 299.
	Chi., Ev. & Lake Sup. Ry. Co.	}	Consideration \$2,700

Conveys :

West 80 feet of south 113 feet of Block 39, Village of Evanston. Also part of Lots 4, 5 and 6 in Re-Sub. of north 175 ft. of Block 1, Snyder's Addition.

Condition :

"The said grantee in consideration of this conveyance to them hereby covenants and agrees to keep open to the public a driveway for carriages and wagons at least 8 feet in width over and across the easterly side of said premises herein conveyed."

Deed No. 2998.	<i>Chauncey C. Kestol</i>	}	W. D. Dated Mar. 31, 1886.
	<i>to</i>		Rec., Apr. 27, 1886, 1753-383.
	<i>Chi., Evanston & L. Sup. Ry. Co.</i>	}	Consideration \$900.00

Conveys :

Part of Lot 7, Subdivision by O. Huse et al., of Block 52 of Evanston.

Condition :

"A strip of land ten feet in width easterly and westerly along the easterly side and to be taken from the tract of land herein described to be used as a public alley."

Deed No. 3000.	Margaret Hurlbutt & husband to Chi., Evanston & L. Sup. Ry. Co.	W. D. Dated Mar. 10, 1886. Rec., Mar. 20, 1886, 1789-196. Consideration.....\$1,000.00.
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Conveys :

Part of Lot 8 in Subdivision of Block 52, of Evanston.

Condition :

"The easterly 10 feet in width strip of the 40 feet in width strip hereby conveyed shall be dedicated by the grantee herein for the purposes of an alley for the use of the public and is hereby dedicated for that purpose."

Deed No. 3002.	<i>Solomon Whitehouse and wife</i>	} W. D. Dated Apr. 2, 1886. Rec., May 5, 1886, 1789-170.
	<i>to</i>	
	<i>Chi., Evanston & L. Sup. Ry. Co.</i>	
		Consideration.....\$1,050.00

Conveys :

Part of Lot 9 in Sub. by O. Huse et al., Block 52 Evanston.

Condition :

"Said party of the second part hereby agrees to dedicate as and for a public alley a strip ten feet in width off the easterly side of said conveyed premises and to allow to said party of the 1st part his heirs and assigns owner and owners of the residue of said L. 9 a right of way for alley purposes over said ten feet until such dedication and legal acceptance thereof by the proper authorities.

<i>Mr. Theodore Butler</i> to <i>Chi., Evanston & L. Sup. Ry. Co.</i>	}	W. D. Dated Apr. 12, 1886. Rec., Apr. 19, 1886, 1782-484. Consideration.....\$1,300.00	Deed No. 3005.
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Conveys:

Part of Lot 10, Block 52, Evanston.

Condition:

"A strip ten feet in width off the easterly side of the strip hereby conveyed shall be kept open to the public for the use & purpose of a public alley."

<i>Nancy Bailey (widow)</i> to <i>Chi., Evanston & L. Sup. Ry. Co.</i>	}	W. D. Dated May 6, 1892. Rec'd May 6, 1892, 3874, 413. Consideration.....\$500.00	Deed No. 3014.
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Conveys:

All that part of Lot 6 of Langworthy's Sub. of part Blk. 64 of the Village of Evanston which lies south and west of a line drawn from a point in the south line of said Lot 6 which is 20 ft E. of the south west corner thereof to a point in the west line of said Lot 6 which is 40 feet north of the southwest corner thereof.

Condition:

"Upon condition, however, that said property shall be used only for a public highway to and from the alley running east and west through said Block 64."

<i>Nicholas Marsh and wife</i> to <i>Chi., Evanston & L. Sup. Ry. Co.</i>	}	W. D. Dated Mar. 27, 1886. Rec'd. Mar. 29, 1886, 1754-608. Consideration.....\$3,500.00	Deed No. 3112.
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Conveys:

Commencing on north line of south 25 acres of north 50 acres of 94½ acre tract (S ½ E. 32 rods NW ¼ & S ½ NE. Fr. ¼ 19-41-14) 60 feet east of east line of R. of W. C. & N. W. Ry; thence south on line parallel to R. W. to point 50 feet north of south line of said south 25 acres, thence west to east line R. of W; thence north on east line R.W. to north line of said south 25 acres; thence east to beginning.

Condition:

"Said railway Company shall put down and maintain a suitable farm crossing with gates at such point as may be selected by the grantors herein over its railroad tracks to be laid on the strip conveyed."

Deed No. 3267.	<i>Samuel B. & Horace G. Chase</i>	}	W. D. Dated Apr. 11, 1883.
	to		Rec'd. June 18, 1883, 1313/548.
	<i>Chi., Evanston & L. Sup. Ry. Co.</i>		Consideration.....\$10

Conveys:

A strip 60 feet in width over SW $\frac{1}{4}$ south of old Indian boundary line of Sec. 29-41-14.

Condition:

"If said party of the second part shall fail to keep up and maintain such station for the period of five years from and after it shall be established then these presents shall be null & void. Fifth. Said grantors for themselves, their heirs and assigns reserve the right from time to time to lay out, open and use streets and roads across said right of way, the same to be located at reasonable distances one from another and to be of such character and width as will be proper in making reasonable subdivisions of said Quarter Section, for use or sale in small parcels, and said party of the second part agrees to allow the laying out, opening and using of such streets without charge, let or hindrance such use however to be of the same character and to the same extent as that of ordinary public streets and highways in said town crossing right of way of said Company elsewhere."

Deed No. 3283.	<i>Frederick Bristle</i>	}	W. D. Dated June 4, 1883.
	to		Rec'd. May 9, 1884, 1376/630.
	<i>Chi., Evanston & L. Sup. Ry. Co.</i>		Consideration.....\$1,000.00

Conveys:

A strip of land 60 feet in width over that part of S. E. Fr. $\frac{1}{4}$ (N. of Indian Boundary line) of Sec. 30-41-14.

Condition:

This conveyance is given upon the express condition that the grantee shall locate and construct a passenger depot upon its route not further from the property hereby conveyed than 200 feet east of the east line of said Section 30, when said railroad is constructed."

Deed No. 3296.	<i>Chicago & Northwestern Ry. Co.</i>	}	Agmt. and Easement Deed Feb. 5, 1884.
	to		Rec. April 17, 1886, 1795-252.
	<i>Chicago & Evanston Ry. Co.</i>		Consideration \$625 and conditions.

Conveys:

Right to use a strip of land 24 feet wide across south 665 feet of N. $\frac{1}{2}$ NE $\frac{1}{4}$ 30-41-14 with joint use of station buildings.

Condition:

"In consideration of above second party agrees not to cross the railway of the first party between the City of Chicago and Evanston Station, and that it will pay second party one-half the cost of the station building at Calvary Station, and after such payment, the station has to be occupied and maintained as a joint station,—each party bearing one-half the expense."

Charles H. Morse and wife
to
Chicago & Evanston R. R. Co.

} Q. C. D. Dated June 11, 1885.
Rec'd June 13, 1885, 1667/148.
Consideration.....\$1.00

Deed No. 3325.

Conveys:

East 25 feet of Lot 18, Block 30, Village of Rogers Park.

Condition:

"The above property is conveyed for street and covered platform purposes only. It being understood as a consideration of this deed that no railroad tracks are to be laid upon said piece of land thus conveyed."

Hubbard Latham
to
C., Evanston & Lake Sup. Ry. Co.

} W. D. Dated Mar. 18, 1897.
Rec'd Mar. 18, 1897, 5961/398.
Consideration.....\$489.21

Deed No. 3590.

Conveys:

All of Lots 1 and 2 and that part of Lots 3 and 4 Block 3 of Hill & Latham's Sub. of N. 256 feet of Lots 29, 30 and 31 of S. Sec. Ouilmette Res. lying east of a line 30 feet westerly and parallel to center line between Main and 2nd Main Tracks.

Conditions:

"This deed is given upon condition that the said grantee, its Lessees, successors and assigns shall forever maintain and use the said premises herein conveyed for depot purposes. In case of the failure of said grantee, its lessees, successors or assigns to use said premises for depot purposes at any time, this deed shall be and become null and void and the premises herein described shall thereby revert to the grantors hereof, their heirs, representatives or assigns, who may thereupon possess the same as in their first and former estate situated in the Village of Ouilmette, in the County of Cook in the State of Illinois hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

"Subject however to the general taxes levied for the year 1896, and the fifth installments of special assessments numbered 3, 4, 5, and special assessments numbered 7 and 8, all of the Village of Wilmette, Cook County."

For identification:

By A. J. EARLING,
President Chicago Milwaukee & St. Paul Railway Company.

By M. B. STARRING,
President Northwestern Elevated Railroad Company.

EXHIBIT "B."

THIS AGREEMENT, made and entered into this Twenty-second day of August, A. D. Nineteen Hundred and Seven, by and between the CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY, hereinafter called the "St. Paul Company," and the NORTHWESTERN ELEVATED RAILROAD COMPANY, hereinafter called the "L Company"; WITNESSETH:

WHEREAS, under and by the terms of a certain agreement in writing, entered into between the parties hereto on the 22nd day of August, A. D. 1907, the St. Paul Company let the L Company into the joint use of a portion of the right of way of the St. Paul Company, in said agreement denominated "Evanston Line"; and

WHEREAS, for the purpose hereof it is agreed that during the year 1906 the St. Paul Company paid the sum of Three Thousand Three Hundred and Sixty (3,360) Dollars, as taxes on account of the freight business operated on said Line;

NOW THEREFORE, in consideration of said agreement of August 22nd, 1907, and the covenants and agreements herein contained, the said companies do hereby respectively covenant and agree, as and for a supplement to the aforesaid agreement, as follows:

FIRST. That the St. Paul Company shall continue to pay as taxes on account of said freight business, the said sum of Three Thousand Three Hundred and Sixty (3,360) Dollars per annum, so long, during the term of said agreement of August 22nd, 1907, as the earnings derived from said freight business shall remain the same as during the year 1906. That the percentage of any increase or decrease in such earnings during said term, shall be added to or deducted from said sum. That the balance of all taxes and assessments on said Line shall be paid by the L Company out of the Joint Fund in said agreement provided for.

SECOND. That the amount of all license fees imposed by the City of Chicago against the cars of said L Company, operated upon said line, shall be divided upon a mileage basis, and such proportion thereof paid out of said Joint Fund as the number of car miles run upon said Line, within the City of Chicago, bears to the total number of car miles run by any such car at the time such license fee is imposed. That should the manner of assessing railroad property for taxation in the State of Illinois, be changed during the term of said agreement of August, 1907, the manner of division herein specified may be so changed as shall, by mutual agreement of the parties, or by the findings of the arbitrators, be determined.

This agreement shall take effect on the date hereof and remain in force and binding upon the parties hereto, their successors and assigns during the term of said agreement of August 22nd, 1907.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed in their respective corporate names, by their duly authorized officers, and their respective corporate seals to be hereto affixed the day and year first above written.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY,

By A. J. EARLING (Sgd),
President.

Attest:

(Sgd) T. C. SHERMAN,
Ass't. Secretary.

NORTHWESTERN ELEVATED RAILROAD COMPANY,

By (Sgd) M. B. STARRING,
President.

Attest:

(Sgd) W. V. GRIFFIN,
Secretary.

EXHIBIT B

(To agreement between C. N. S. & M. R. R. and N. W. E. R. R. Co.)

Agreement. Made this 31st day of March, A. D. 1919, by and between the **CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY**, hereinafter called the "St. Paul Company," and the **NORTHWESTERN ELEVATED RAILROAD COMPANY**, hereinafter called the "L Company," WITNESSETH:

WHEREAS, the parties hereto, on the 22nd day of August, 1907, entered into a certain agreement, in writing, concerning the operation of a portion of the Evanston Division of the St. Paul Company, and, on the same day, entered into a certain other agreement, supplemental to the above mentioned agreement, pertaining to the payment of taxes upon said portion of said Evanston Division; and

WHEREAS, the St. Paul Company has this day leased to the Chicago North Shore and Milwaukee Railroad, hereinafter called the "North Shore Company," substantially the same portion of the said Evanston Division, subject to the use thereof by the "L" Company as provided in said agreement of August 22, 1907, and has assigned to the North Shore Company all moneys, rents, profits, payments and benefits which, during the term of said lease, shall accrue and become payable to it under said two agreements of August 22, 1907; and

WHEREAS, said lease was entered into by the St. Paul Company with the consent and at the request of the "L" Company on the express agreement by the "L" Company that it would guarantee, in writing, the prompt payment by the North Shore Company to the St. Paul Company of the rental and compensation specified in said lease, and the performance by the North Shore Company of all its covenants and agreements in said lease contained; and

WHEREAS, the "L" Company has entered into an agreement with the North Shore Company by which the "L" Company will have and enjoy substantial rights and benefits in the

property leased as aforesaid to the North Shore Company not now possessed or enjoyed by the "L" Company under said agreement of August 22, 1907:

Now, THEREFORE, in consideration of the premises and of the making of said lease by the St. Paul Company to the North Shore Company, and of the benefits therefrom to accrue to the "L" Company, the "L" Company for itself, its successors and assigns, guarantees the prompt and full payment by or for the North Shore Company to the St. Paul Company of the rental reserved and compensation specified in said lease, and the performance by the North Shore Company of all of its covenants and agreements in said lease contained at the times and in the manner therein specified.

If the North Shore Company shall make default in any of its payments, or in the performance of any of its other covenants and agreements under said lease, and its rights thereunder declared forfeited as in Article VII of said lease provided, the said agreement of August 22nd, 1907, as it exists on the date of said lease, shall be fully restored and thereafter continued until its expiration, unless otherwise agreed by the Lessor and the "L" Company; but notwithstanding such restoration the "L" Company shall continue to be liable to the St. Paul Company as provided for in the preceding paragraph.

The assignment by the St. Paul Company of the said moneys, rents, profits, payments and benefits under said two agreements of August 22, 1907, shall not in any way affect the rights, duties and obligations of either of the parties hereto, arising or accruing under said two agreements of August 22, 1907, prior to the beginning of the term of said lease to the North Shore Company, but the "L" Company shall be under no obligation to pay to the St. Paul Company any interest on the cost of track elevation accruing subsequent to the

first day of the term of said lease, unless said lease shall be forfeited and terminated.

This agreement is made subject to the approval of the Public Utilities Commission, of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their proper officers thereunto duly authorized, the day and year first above written.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY,

By R. M. CALKINS,

(CORPORATE SEAL)

President.

Attest:

E. W. ADAMS,

Secretary.

NORTHWESTERN ELEVATED RAILROAD COMPANY,

By BRITTON I. BUDD,

(CORPORATE SEAL)

President.

Attest:

WILLIAM F. HOLTZ,

Assistant Secretary.

STATE OF ILLINOIS, }
COUNTY OF COOK } ss.

On this 30th day of April, A. D. 1919, before me a Notary Public, within and for the County of Cook and State of Illinois, personally appeared R. M. Calkins, to me known to be the President of the Chicago, Milwaukee and St. Paul Railway Company, and the identical person whose name is subscribed to the foregoing Agreement as such President, and acknowledged the execution of said Agreement as the voluntary act and deed of the said Chicago, Milwaukee and St. Paul Railway Company by him as such officer voluntarily executed; and that the seal affixed to said Agreement is the corporate seal of said corporation.

Given under my hand and Notarial Seal this 30th day of April, A. D. 1919.

W. D. MILLARD,

(NOTARIAL SEAL) *Notary Public in and for said County.*

My commission expires May 10, 1920.

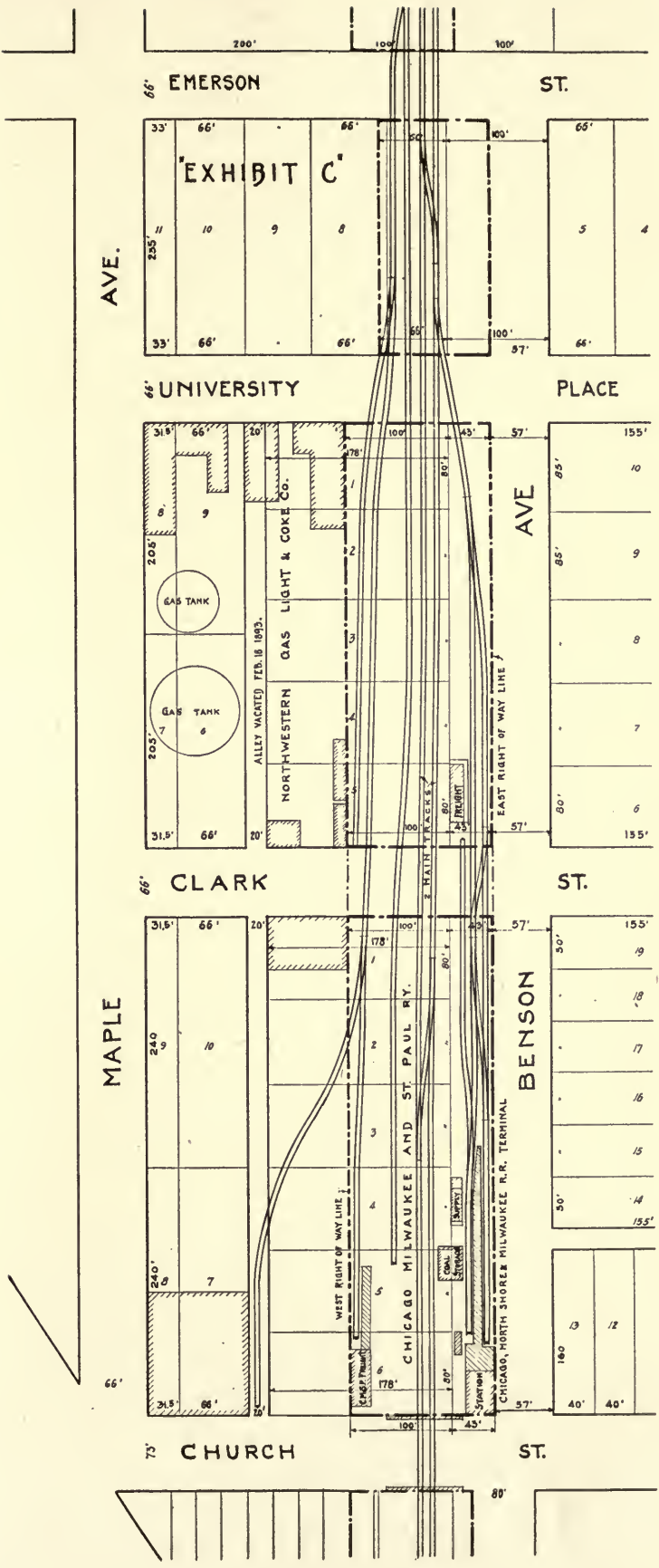
STATE OF ILLINOIS, }
 COUNTY OF COOK } ss.

On this 16th day of April, A. D. 1919, before me a Notary Public, within and for the County of Cook and State of Illinois, personally appeared Britton I. Budd, to me known to be the President of the Northwestern Elevated Railroad Company, and the identical person whose name is subscribed to the foregoing Agreement as such President, and acknowledged the execution of said Agreement as the voluntary act and deed of the said Northwestern Elevated Railroad Company by him as such officer voluntarily executed; and that the seal affixed to said Agreement is the corporate seal of said corporation.

Given under my hand and Notarial Seal this 16th day of April, A. D. 1919.

(NOTARIAL SEAL) AMBROSE RYAN,
Notary Public in and for said County.

My commission expires June, 1919.



MEMORANDUM OF AGREEMENT between **NORTH-WESTERN ELEVATED RAILROAD COMPANY**, hereinafter called the "Northwestern Company," party of the first part, and **THE METROPOLITAN WEST SIDE ELEVATED RAILWAY COMPANY**, the **SOUTH SIDE ELEVATED RAILROAD COMPANY**, and **SAMUEL INSULL** as Receiver of the **CHICAGO AND OAK PARK ELEVATED RAILROAD COMPANY** (hereinafter called the "Receiver"), parties of the second part (all of said parties of the second part are hereinafter collectively called the "Elevated Companies"),

WITNESSETH:

WHEREAS, the Northwestern Company, in the annexed and foregoing agreement (hereinafter referred to as the "North Shore Agreement") between it and the Chicago North Shore and Milwaukee Railroad (hereinafter called the "North Shore Company"), has granted to the North Shore Company the right to operate its cars and trains upon and over that certain elevated railroad in said North Shore Agreement described as the "Union Loop"; and

WHEREAS, the Northwestern Company is the owner of said Union Loop and is a cotenant thereof and is operating the same in common with the Elevated Companies under and pursuant to the terms of a certain lease (hereinafter referred to as the "Loop Lease") from the Union Elevated Railroad Company to the Northwestern Company and to the predecessors of the Elevated Companies, dated October 1, 1897; and

WHEREAS, one of the provisions of the Loop Lease is as follows:

"The said Lessor hereby agrees that no trains or cars except those operated by or belonging to the said lessees herein shall be run or operated upon the said loop elevated railroad"; and

WHEREAS, the said grant by the Northwestern Company to the North Shore Company was predicated upon the consent

thereto of all the present tenants of the Union Loop under the Loop Lease being obtained; and

WHEREAS, the Northwestern Company and the Elevated Companies are the sole and only tenants operating the Union Loop under the Loop Lease, and are willing to assent to said grant to the North Shore Company upon the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements hereinafter contained, it is mutually agreed as follows:

First. The consent of all the aforesaid tenants of the Union Loop is hereby given to the said grant by the Northwestern Company to the North Shore Company of the rights and privileges in and upon the Union Loop as contained in and limited by the terms of the North Shore Agreement.

Second. The foregoing consent is upon the following express conditions, viz.:

(a) The said grant shall not be enlarged at any time without the express consent thereto in writing of all the then tenants of the Union Loop.

(b) The provisions of paragraph *Eighth* of the Loop Lease shall apply to the operation of the cars and trains of the North Shore Company on the Union Loop, but such cars and trains shall be considered the cars and trains of the Northwestern Company in determining the respective duties and obligations of the tenants of the Union Loop *inter se* under said paragraph *Eighth*; and the proportionate share, according to car mileage made by the cars of the North Shore Company on the Union Loop, of the rental paid by the North Shore Company to the Northwestern Company under the North Shore Agreement shall be added to the rental paid or which would be payable by the Northwestern Company as a tenant under the Loop Lease in determining its proportionate share of the amount of damages payable under said paragraph *Eighth*.

(c) The North Shore Company shall and the Northwestern Company agrees and guarantees that it will at all times observe all such rules and regulations govern-

ing the use of the Union Loop and the operation of trains over the same by the tenants thereof, as may be applicable to the North Shore Company's operation.

(d) The North Shore Company shall not have any voice or power in the management of the Union Loop.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement contemporaneously with the execution of the North Shore Agreement.

NORTHWESTERN ELEVATED RAILROAD COMPANY,

By BRITTON I. BUDD,

(CORPORATE SEAL)

President.

Attest:

WILLIAM V. GRIFFIN,

Secretary.

THE METROPOLITAN WEST SIDE ELEVATED RAILWAY
COMPANY,

By BRITTON I. BUDD,

(CORPORATE SEAL)

President.

Attest:

WILLIAM V. GRIFFIN,

Secretary.

SOUTH SIDE ELEVATED RAILROAD COMPANY,

By BRITTON I. BUDD,

(CORPORATE SEAL)

President.

Attest:

WILLIAM V. GRIFFIN,

Secretary.

SAMUEL INSULL

(SEAL)

*As Receiver of the Chicago and Oak Park
Elevated Railroad Company.*

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

I, Ambrose Ryan, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Britton I. Budd, President, and William V. Griffin, Secretary, of Northwestern Elevated Railroad Company, personally known to me to be such President and Secretary, respectively, and to be the same persons who executed the foregoing instrument, appeared before me this day in person and acknowledged that they signed the foregoing instrument and caused the corporate seal of said Company to be affixed thereto, as their free and voluntary act, and as their free and voluntary act as such President and Secretary, respectively, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 5th day of May, A. D. 1919.

(NOTARIAL SEAL)

AMBROSE RYAN,
Notary Public

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

I, Ambrose Ryan, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Britton I. Budd, President, and William V. Griffin, Secretary, of The Metropolitan West Side Elevated Railway Company, personally known to me to be such President and Secretary, respectively, and to be the same persons who executed the foregoing instrument, appeared before me this day in person and acknowledged that they signed the foregoing instrument and caused the corporate seal of said Company to be affixed thereto, as their free and voluntary act, and as their free and voluntary act as such President and Secretary, respectively, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 5th day of May, A. D. 1919.

(NOTARIAL SEAL)

AMBROSE RYAN,
Notary Public.

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

I, Ambrose Ryan, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Britton I. Budd, President, and William V. Griffin, Secretary, of South Side Elevated Railroad Company, personally known to me to be such President and Secretary, respectively, and to be the same persons who executed the foregoing instrument, appeared before me this day in person and acknowledged that they signed the foregoing instrument and caused the corporate seal of said Company to be affixed thereto, as their free and voluntary act, and as their free and voluntary act as such President and Secretary, respectively, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 5th day of May, A. D. 1919.

(NOTARIAL SEAL)

AMBROSE RYAN,
Notary Public.

STATE OF ILLINOIS, }
 COUNTY OF COOK. } ss.

I, Edward J. Doyle, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Samuel Insull, as Receiver of the Chicago and Oak Park Elevated Railroad Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed the said instrument as his free and voluntary act, as such Receiver, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 31st day of March, A. D. 1919.

(NOTARIAL SEAL)

EDWARD J. DOYLE,
Notary Public.

MEMORANDUM OF AGREEMENT between **SOUTH SIDE ELEVATED RAILROAD COMPANY**, a railroad corporation of Illinois, hereinafter called the "South Side Company," and **NORTHWESTERN ELEVATED RAILROAD COMPANY**, a railroad corporation of Illinois, hereinafter called the "Northwestern Company,"

WITNESSETH:

WHEREAS, the Northwestern Company, in the annexed and foregoing agreement (hereinafter referred to as the "North Shore Agreement") between it and the Chicago North Shore and Milwaukee Railroad (hereinafter called the "North Shore Company") has granted to the North Shore Company the right to operate its cars and trains over that portion of the South Side Company's tracks in said North Shore Agreement described and defined as "South Side Terminal," and said grant to become effective requires the consent of the South Side Company;

NOW, THEREFORE, in consideration of the agreements hereinafter contained on the part of the Northwestern Company to be kept and performed, the South Side Company hereby consents to the grant by the Northwestern Company to the North Shore Company of the right to operate its cars and trains upon and over said South Side Terminal upon the terms and conditions in said North Shore Agreement contained, and for such operation will keep and maintain the said South Side Terminal in good operating order and repair.

IT IS AGREED, and the Northwestern Company guarantees, that as between the South Side Company and the North Shore Company the liabilities of the two last named Companies respectively for accidents and injuries on the said South Side Terminal shall be fixed and determined under the provisions of Article IX of said North Shore Agreement, the name of

the South Side Company being substituted for the name of the Northwestern Company.

The Northwestern Company agrees to pay to the South Side Company for its said consent, for each calendar month of the term of said North Shore Agreement, an amount equal to the number of car miles made during such month upon the tracks of the said South Side Terminal by the cars and trains of the North Shore Company multiplied by the rate per passenger car mile for that month payable by the North Shore Company to the Northwestern Company under the terms of said North Shore Agreement. Payment for each month shall be made on or before the 30th day of the succeeding calendar month.

IN WITNESS WHEREOF, the parties hereto have executed this agreement contemporaneously with the execution of the said North Shore Agreement.

SOUTH SIDE ELEVATED RAILROAD COMPANY,

By BRITTON I. BUDD,

(CORPORATE SEAL)

President.

Attest:

WILLIAM V. GRIFFIN,

Secretary.

NORTHWESTERN ELEVATED RAILROAD COMPANY,

By BRITTON I. BUDD,

(CORPORATE SEAL)

President.

Attest:

WILLIAM V. GRIFFIN,

Secretary.

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss:

I, Ambrose Ryan, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Britton I. Budd, President, and William V. Griffin, Secretary, of South Side Elevated Railroad Company, personally known to me to be such President and Secretary, respectively, and to be the same persons who executed the foregoing instrument, appeared before me this day in person and acknowledged that they signed the foregoing instrument and caused the corporate seal of said Company to be affixed thereto, as their free and voluntary act, and as their free and voluntary act as such President and Secretary, respectively, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 5th day of May, A. D. 1919.

(NOTARIAL SEAL)

AMBROSE RYAN,
Notary Public.

STATE OF ILLINOIS, {
COUNTY OF COOK. } ss:

I, Ambrose Ryan, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Britton I. Budd, President, and William V. Griffin, Secretary, of Northwestern Elevated Railroad Company, personally known to me to be such President and Secretary, respectively, and to be the same persons who executed the foregoing instrument, appeared before me this day in person and acknowledged that they signed the foregoing instrument and caused the corporate seal of said Company to be affixed thereto, as their free and voluntary act, and as their free and voluntary act as such President and Secretary, respectively, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 5th day of May, A. D. 1919.

(NOTARIAL SEAL)

AMBROSE RYAN,
Notary Public.

